



**U.S. Department Labor
Employment and Training Administration**

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**

<p>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)</p> <p>J&M Farms, Inc. P.O. Box 366 4232 Maltby Road Elba, NY 14058</p> <p>Mark Torrey</p> <p>jmfarms2012@gmail.com</p> <p>Telephone number/Teléfono: 716-560-4945 Fax: 585-757-2528</p> <p>2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo</p> <p>4232 Maltby Road, Elba, NY 14058 - Main location, directions are given from this starting location</p> <p>5652 Quaker Hill Road, Barre, NY 14411 - From farm head east on Maltby Road towards Elba and stay right to follow Mechanic Street to Route 98, turn left onto Route 98 and follow, building will be on west side of road on top of hill</p> <p>West Spoilbank Road, Barre, NY 14411 - From farm head east on Maltby Road towards Elba and stay right to follow Mechanic Street to Route 98, turn left onto Route 98 and follow until Oak Orchard Road, turn right onto Oak Orchard Road and follow until West Spoilbank Road, turn left onto West Spoilbank Road and building is at end of road</p> <p>All worksite owned and operated by employer 05/10/12 (If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)</p> <p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>7212 Oak Orchard Road, Elba, NY 14058 (18) Two story wood framed house with 1 complete bathroom with shower and 1 half bathroom, kitchen facility with dining room, 4 bedrooms</p> <p>6342 Prentice Road, Leroy, NY 14482 (15) Two story wood framed house with 1 complete bathroom with shower, kitchen facility with dining room, 4 bedrooms</p> <p>6341 Prentice Road, Leroy, NY 14482 (24) Two story wood framed house with 1 complete bathroom with shower and 1 half bathroom, kitchen facility with dining room, 5 bedrooms</p> <p>(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)</p>	<p>Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>	
	4. Industry Code/Código Industrial	5. Job Order No. /Num. de Orden de Empleo
	11219	NY1038761
	6. Occupational Title and Code /Título Ocupacional y Código	
	45-2092.02 Farmworker and Laborer, Crop	
	7. Clearance Order Issue Date / Fecha de Trámite	
	10/17/12	
	8. Job Order Expiration Date / Fecha de Expiración	
	3/29/13	
	9. Anticipated Period of Employment / Periodo Anticipado de Empleo	
From/ Desde: Dec 16, 2012 To/Hasta: July 10, 2013		
10. No. of Workers Requested / Num. de Trabajadores Solicitados		
30		
11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: <u>35</u>		
Sunday / Domingo <u>0</u> Monday / Lunes <u>6</u> Tuesday / Martes <u>6</u> Wednesday / Miércoles <u>6</u> Thursday / Jueves <u>6</u> Friday / Viernes <u>6</u> Saturday / Sábado <u>5</u>		
12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:		
Employer / Empleador	Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Local Office / Oficina Local	Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/>	

13. Board Arrangements / Arreglo de Alojamiento

Workers must buy and prepare own meals.

Employer will furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Contact Maureen Marshall at 716-560-4945 Monday-Friday during hours of 1-4 pm to arrange for an interview or the Nearest One Stop Office (SWA) to review ETA 790 and attachments before calling to arrange for an interview.

15. Job Specifications / Especificaciones del Trabajo

Manually hand trim storage cabbage using provided knife to prepare for packing in carton, bag or bin. Hand pack, weigh and stack in bin or on pallet. May assemble boxes or bins. May clean cabbage waste from trimming area.

Manually grade out defective potatoes. Place and take off bags from grader. Weigh, sew and stack on pallets or bins. May clean potato waste from grading area.

Manually hand place cabbage plants in transplanter or hand place plants in ground. Manually pull plants from ground and place in buckets or boxes. Take plants off truck and place on planter. Pick up empty plant containers and put back on truck.

Work requires standing for long periods, sitting, bending repetitively, lifting up to 55 pounds. May drive bus to transport workers to work location. Not all workers requested to drive. Those that are requested to drive will be required to possess appropriate license. No one will be rejected for the position that does not possess a driver's license. One month experience in commercial, conventional farming in the jobs listed is required.

(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		Pay Period Período de Pago	
				Yes/Si	No		
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
	\$	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Hand trim and pack cabbage	\$ 10.56	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
grade, sort, pack stack potatoes	\$ 10.56	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
Hand transplant cabbage	\$ 10.56	\$		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

Workers will be paid on an hourly basis for all hours worked at the Wage Rate in effect at the time work is performed, required at 20 CFR 655.122 (l) and 655.120 (a). The required wage may be different than it is at the time of filing this job offer.

(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

After the worker has completed 50% of the work contract period, the employer shall reimburse the worker for cost of transportation and subsistence from the place from which the worker has come to work for the employer. Upon completion of the work contract employer will pay reasonable costs of return transportation and subsistence, to the place from which the worker departed to work for the employer, as required at 20 CFR 655.122 (h), except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such cost, in which case this employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved, "except that any worker protected pursuant to the Fair Labor Standards Act will be paid in compliance with the FLSA beginning in the first workweek."

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

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? ¿ Es la práctica habitual de usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario que le pagas al Contratista de Trabajo Agrícola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo?

Yes/Si No

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

Yes/Si No

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

Yes/Si No

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

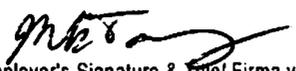
None

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

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)
New York State Department of Labor
One Stop Office nearest to you
(565) 344-2042 ES 1011712

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa)
New York State Department of Labor
One Stop Office nearest to you
(565) 344-2042 ES 1011712

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

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

Date: 10/15/12

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.

**New York State Department of Labor
ETA 9142 - FORM ETA 790 Attachment #1
Clarifications of Items on Form ETA 790**

CLARIFICATION OF ITEMS ON FORM ETA 790

Item 1: Email address: jmfarms2012@gmail.com

Item 3: Housing

- a. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.
- b. Housing beds, bedding and mattresses will be furnished at no cost to the workers.
- c. Housing will be clean and meet the applicable Federal and State housing standards.
- d. Workers will be responsible for maintaining housing and surrounding areas in a neat clean manner. Legal action may be taken against any workers found to have been responsible for damage to housing or furnishings.
- e. No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment with the employer.

Item 14: Referral Instructions

Workers hired under this Job Order will be required to show evidence of right to work in the United States of America.

Item 15: Job Specifications

- a. Workers must be able to demonstrate that they are physically able to perform the work as described.
- b. Employer may terminate worker with notification to the New York State Department of Labor, if the worker:
 - (1) refuses, without just cause, to perform work for which the worker was recruited and hired;
 - (2) commits serious acts of misconduct; or
 - (3) fails, after completing any training or break-in period, to reach production standards.
- c. The employer will provide 2 days of training and/or allow 2 days of work for the worker to reach production standards if applicable.
- d. Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to: For work which does not have an established minimum productivity amount, and which is measureable, the level of production shall not be less than 75% of the average output of the employers experienced workers.

Item 16: Wage Rates, Special Pay Information and Deductions

- a. Workers will be paid on an hourly basis for all hours worked at the Wage Rate in

effect at the time the work is performed, required at 20 CFR 655.122(I) and 655.120(a). The required wage may be different than it is at the time of filing this job offer.

- b. In New York State, the only deductions that can be taken from worker pay are:
1. Those required by law, such as social security, income tax, and garnishment of wages,
 2. Those that benefit workers and are authorized in writing, such as life insurance or a savings account.

Any other deduction is illegal. This includes deductions:

- (or deposits) for tools, boots, raincoats, or uniforms necessary for the job;
- As fines or penalties for being late, misconduct, or quitting without giving notice;
- For cash shortages;
- For spoilage or breakage, or
- For damages or losses of any kind.

- c. The employer guarantees to offer employment for a minimum of $\frac{1}{4}$ of hours in the workdays during the period of the contract, and all extension thereof. This guarantee begins with the first workday after the worker's arrival at the place of employment and ends on the date specified job order or extension thereof. In Act of God terminations, the $\frac{1}{4}$ guarantee period ends on the date of termination. Workers will not be required to work more than the number of hours specified in the job order or on their Sabbath or Federal holidays to meet this guarantee. The worker's average hourly earnings will be used under this guarantee where wages are paid on a piece rate basis. Workers who are terminated for cause or who voluntarily abandon their jobs are not entitled to this guarantee. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such a transfer is not affected, the employer must (1) return the worker, at the employers expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H2A employer, whichever the worker prefers (2) reimburse the worker the full amount of any deductions made from the workers pay by the employer for transportation and subsistence expenses to the place of employment; and (3) pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employers place of employment.
- d. The employer will provide workers referred through the interstate clearance system 35 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 business days before the date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$369.60 (or \$63.36 per day for partial week) for the first week starting with the originally anticipated date of need. If worker referred fails to notify the NYS Department of Labor (preferably the order-holding office) of continued interest in the job at least 5 days before date of need, worker will be disqualified from this assurance. Employer will not require worker to perform alternative work if the guarantee cited in this section is invoked.

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- e. Employer will maintain adequate payroll records. Workers will be paid weekly on Friday for work through the previous Thursday through Wednesday. On or before each payday the employer will provide to each worker in one or more written statements the following information: (1) the workers total earnings for the pay period; (2) the workers hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the ¾'s guarantee as determined in paragraph (i) of the regulations at 20 CFR sec. 655.122(k), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; (8) the employer's name, address, and FEIN.
 - f. The employer may terminate workers' employment hereunder at any time with timely notification to the NPC and DHS;
 - a. Refusing, without just cause, to perform the duties for which the worker was recruited and hired; or
 - b. Committing a serious act of misconduct or breach of discipline; or
 - c. Failure to reach and/or maintain productivity; or
 - d. Job abandonment – being absent for more than five consecutive scheduled workdays, without prior notification to the employer.

Whenever the worker is terminated under any of these provisions, or if the worker voluntarily terminates his employment, the employer shall not be responsible for the three-fourths guarantee during the worker's period of employment.

Item 17: Transportation

- a. Employer agrees to reimburse inbound transportation and subsistence expenses to each worker, or any person, government agency or private organization which, on behalf of the worker has paid or advanced such transportation and subsistence expenses, from the residence, place of last employment or place of recruitment to the job site after the worker has completed 50% of the stipulated period of employment, from initial date of need or from the day after actual arrival of worker if later than the stated date to report.
- b. Employer will provide or pay the cost of return transportation and subsistence to each worker who completes the employment period, or who is terminated for medical reasons, or as the result of an Act of God, from place of employment to place of recruitment, except when the worker is not returning to his place of recruitment and had subsequent employment with an employer who will bear transportation expenses, in which case this employer only pays for the transportation to the next job.
- c. Employer will not be responsible for providing return cost of transportation and subsistence from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause and employer provides timely notification to the NPC and DHS. Daily subsistence \$11.13 per day for workers with no receipts and up to \$46.00 for workers with documentation of actual expenses.

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- d. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. All transportation provided by the employer will be by common carrier or other transportation facilities which conform to the applicable regulations of the Interstate Commerce Commission or the United States Department of Labor. If requested by worker, the employer will assist in making transportation arrangements. The amount of daily subsistence will be in accordance with current rates published in Federal Register (for workers with and without receipts).
 - e. Employer will provide transportation, at no cost to the worker, from the employer provided housing to the actual work site and return at the end of the day.

Item 20: Worker's Compensation

The employer assures that Policy # MCW117333 issued by Old Republic Insurance Company provides the required insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Chicago Processing Center before certification is granted.

Item 21: Tools and Equipment

The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.

Workers should report for work with their own suitable clothing, including a warm jacket, waterproof work boots, and work gloves. Field temperatures may range from 30 degrees to 85 degrees with possible wet morning ground conditions.

OTHER CLARIFICATIONS AND ASSURANCE

- a. The employer agrees to abide by the regulations at 20CFR 653.501 and 20CFR 655.135.
- b. The employer will expeditiously notify the order-holding 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 in terms and conditions of employment.
- c. Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20CFR 653.501(xvi).
- d. Where appropriate, the employer is certified in the use an application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Conservation requirements.
- e. A copy of this Job Clearance Order will be provided to the worker by the employer no later than on the day the work commences.
- f. The applicant also assures that he/she complies with NYS registration requirements. Farm labor contractors anticipating employment contracting with growers or processors in New York State, growers or processors in New York State who use the services of a farm labor contractor, and growers or processors in New York State who, without using the services of a farm labor contractor, are responsible for bringing into the state five or more out-of-state migrant farm or

food processing workers, including H-2A workers, are required to register with the New York State Department of Labor and pay a registration fee in addition to any other fees that may be applicable.

- g. Employees who are H-2A workers are notified that they are required to leave the U.S. at the end of the period of certified employment, or if separated from employment early, unless the H-2A worker is being sponsored by an employer for a future H-2A contract.

Work Rules

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by J&M Farms, Inc. 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. Sloppy work will not be tolerated.
2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs or alcoholic beverages may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs or alcoholic beverages, 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 consecutive days of unexcused absences or three unexcused absences in a thirty-day period. 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 three unexcused tardies in a row or five unexcused tardies in a period of thirty days.
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 farm produce.
5. Workers may not take unauthorized breaks from work.

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6. Workers may not leave the field or other assigned work area without permission of grower or supervisor in charge.
 7. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless expressly authorized by the employer.
 8. Workers may not deliberately restrict production, damage plants or bruise vegetables.
 9. **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.**
 10. **WORKERS WILL BE DISCHARGED for fighting on the employer's premises, including housing premises, at any time.**
 11. 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.
 12. **WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer.**
 13. Workers may not falsify identification, personnel, medical, production, or other work-related records. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
 14. 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.**
 15. 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.
 16. Workers may not misuse or remove from the farm premises without authorization from his supervisor and employer, property such as trucks and other vehicles, beds, refrigerators, tools, etc. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**
 17. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately.

UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.

18. Workers must follow supervisor's instructions.
19. Workers may not commit acts of insubordination-failure to regard authority.
20. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.
21. No firearms or any other weapons may be brought on the employer's premises by the worker at any time.
22. Workers may not engage in horse play, scuffling, throwing things, wasting time or loitering during work hours.
23. A worker may be dismissed if he/she accepts a job at J&M Farms, Inc. 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 J&M Farms, Inc. 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 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 housing 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. No cooking grease is to be dumped down the sink, nor out the window. Grease should be put in a tin can and disposed of in the garbage dumpster.
9. Occupants are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.**

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10. Occupants must not drop paper, cans, bottles, personal items or other trash in the housing units, yard or surrounding area. Trash and waste receptacles must be used. Lids **MUST** remain on these receptacles at all times as required by law.
 11. 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.
 12. 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.
 13. Fighting, horseplay, scuffling, throwing things, drunkenness, 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.
 14. Any worker who verbally or physically threatens another person with any tool or weapon **WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
 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. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on. No electric heaters are to be used.
 18. 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.**
 19. 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 a tear, the reasonable repair or replacement costs of the damaged or lost property may be deducted from the worker's wages.
 20. **WORKERS WILL BE DISCHARGED** for stealing from the employer or from other workers.
 21. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing.

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22. Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer.
 23. 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.
 24. Occupants must notify their supervisor if any fire extinguisher has been discharged for any reason.
 25. Occupants are prohibited from smoking inside the housing facilities. Smoking is only allowed in outside designated areas.
 26. 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.**