



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

OMB Control No. 1205-0134  
Expiration Date: March 31, 2019

**Agricultural and Food Processing Clearance Order ETA Form 790  
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)  
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

|   |   |  |  |                   |   |                |   |                  |   |                  |   |                   |   |                       |   |  |  |
|---|---|--|--|-------------------|---|----------------|---|------------------|---|------------------|---|-------------------|---|-----------------------|---|--|--|
| <p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>John B Martin &amp; Sons Farm<sup>S</sup> c/o NAC<br/>dba: Martin Farms Inc.<br/>4021 Redman Rd Brockport NY 14420<br/>P.O. Box 1599<br/>Carthage NC 28327</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador:</p> <p>16-0989901</p> <p>b) Telephone Number / Número de Teléfono:<br/>Employer (585) 637-3636<br/>Agent (910) 947-6004</p> <p>c) Fax Number / Número de Fax:<br/>Employer (585) 637-6852<br/>Agent (910) 947-7608</p> <p>d) E-mail Address / Dirección de Correo Electrónico:</p> | <p>Nos. 4 through 8 for STATE USE ONLY<br/>Números 4 a 8 para USO ESTATAL</p> <table border="1"> <tr> <td data-bbox="854 478 1187 667"> <p>4. SOC (ONET/OES) Occupational Code / Código Industrial:<br/>45209202</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional<br/>Farm workers<br/>CNA</p> </td> <td data-bbox="1187 478 1505 667"> <p>5. Job Order No. / Num. de Orden de Empleo:<br/>NY1172862</p> </td> </tr> </table>   | <p>4. SOC (ONET/OES) Occupational Code / Código Industrial:<br/>45209202</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional<br/>Farm workers<br/>CNA</p> | <p>5. Job Order No. / Num. de Orden de Empleo:<br/>NY1172862</p> |                   |   |                |   |                  |   |                  |   |                   |   |                       |   |  |  |
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| <p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>4021 Redman Rd, Brockport NY 14420<br/>(2.8 miles NW of Brockport, off of Hwy 31)<br/>Employer provides daily transportation from centralized location each day. Employer will notify applicant of that location the day before. All workites are leased/controlled by employer</p>   | <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):<br/>877-466-9757</p> <p>a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa):<br/>877-466-9757</p>  |  |  |                   |   |                |   |                  |   |                  |   |                   |   |                       |   |  |  |
| <p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>1) 201 Edmunds Rd, Brockport NY 14420<br/>From Main office turn right, take an immediate right</p> <p>2) 301 Edmunds Rd, Brockport NY 14420<br/>From Main office turn right, take an immediate right</p> <p>3) 4074 Redman Rd, Brockport NY 14420<br/>2.8 miles NW of Brockport, off of Hwy 31</p> <p>a) Description of Housing / Descripción de la vivienda:</p> <p>1) Block: Capacity 60<br/>2) Mobile Homes: Capacity 30<br/>3) Woodframe: Capacity 10<br/>Total Capacity" 100</p> <p style="text-align: center;"><b>RECEIVED</b></p>   | <p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:<br/>6/16/2016</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:<br/>10/26/2016</p> <p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:<br/>From / Desde: 08/15/2016 To / Hasta: 01/06/2017</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados:<br/>52</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 48</p> <table border="0"> <tr> <td>Sunday / Domingo</td><td>0</td> <td>Thursday / Jueves</td><td>8</td> </tr> <tr> <td>Monday / Lunes</td><td>8</td> <td>Friday / Viernes</td><td>8</td> </tr> <tr> <td>Tuesday / Martes</td><td>8</td> <td>Saturday / Sábado</td><td>8</td> </tr> <tr> <td>Wednesday / Miércoles</td><td>8</td> <td></td><td></td> </tr> </table> <p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:<br/>7:00am-3:00pm hours vary: See attachment to ETA 790 for more complete details / las horas 7:00am-3:00pm varían Ven fijación a ETA 790 para detalles más completos</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador: Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p> | Sunday / Domingo   | 0  | Thursday / Jueves | 8 | Monday / Lunes | 8 | Friday / Viernes | 8 | Tuesday / Martes | 8 | Saturday / Sábado | 8 | Wednesday / Miércoles | 8 |  |  |
| Sunday / Domingo  | 0   | Thursday / Jueves  | 8  |                   |   |                |   |                  |   |                  |   |                   |   |                       |   |  |  |
| Monday / Lunes  | 8   | Friday / Viernes   | 8  |                   |   |                |   |                  |   |                  |   |                   |   |                       |   |  |  |
| Tuesday / Martes  | 8   | Saturday / Sábado  | 8  |                   |   |                |   |                  |   |                  |   |                   |   |                       |   |  |  |
| Wednesday / Miércoles   | 8   |  |  |                   |   |                |   |                  |   |                  |   |                   |   |                       |   |  |  |

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

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

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum.  
**SEE ETA 790 attachments**

Los empleadores proporcionarán facilidades libres de cocina y cocina a esos trabajadores que tienen derecho para vivir en los empleadores que albergan para que trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios comestibles. Una vez a la semana los empleadores ofrecerán proporcionar (en una base voluntaria por los trabajadores) liberta transporte para asegurarse de que trabajadores conseguir acceso a a la tienda más cercana donde pueden comprar comestibles.

Albergar es proporcionado en ningún costo a trabajadores que no son razonablemente capaces de regresar el mismo día a su domicilio. Este párrafo aplica a tales trabajadores sólo. Albergar no es proporcionado a no-trabajadores. La capacidad de la envoltura es regulada estrictamente por la Secretaría de Trabajo de EEUU, y por ninguna persona, de otra manera que los empleados elegibles autorizado por el empleador, puede ocupar ni pueden quedarse por la noche en albergar de empleador-proporcionó. Albergar de empleador-proporcionó debe encontrar el conjunto lleno de DOL la Administración Profesional de la Seguridad y la Salud (OSHA) estándares exponen en 29 CFR 1910,142, o el conjunto lleno de estándares pone en §§ 654,404 por 654.417, el que son aplicables abajo § 654,401. La envoltura es ofrecida como en-temporada temporaria (durante el período de empleo sólo) albergando previo trabajadores agrícola migratorios mientras son empleados en granjas más allá de conmutar normal distancia de su residencia. Los trabajadores proporcionaron albergar por el empleador debe desocupar inmediatamente la envoltura sobre la cesantía. Ninguna carga será causada camas ni útiles de cocina y artículos semejantes proporcionaron a trabajadores a quien albergar es proporcionado. Toda la envoltura es envoltura de grupo en la que todos los trabajadores compartirán cocinas y áreas comunes sin consideración al género. Los trabajadores femeninos serán proporcionados sin embargo con facilidades durmientes compartidas sólo con otros miembros de la familia o con otras hembras. Las facilidades de lavabos de sexo-segregó serán proporcionadas. Los trabajadores que residen en tal envoltura concuerdan en ser responsables de mantener la envoltura en una manera ordenada y limpia. Los trabajadores que residen en la envoltura de empleador pueden tener correo dirigido a ellos en la dirección del empleador en el apéndice conectado. **VEA ETA 790 fijaciones**

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act. SEE ETA 790 ATTACHMENTS FOR DETAILS.

para Los trabajadores son investigados para la conformidad con los criterios siguientes: un) confirma capacidad, la disponibilidad, los requisitos y el consentimiento para realizar el trabajo descritos y confirman intención trabajar la temporada entera, 2) trabajadores locales confirman la disponibilidades de transporte diario seguro a y del sitio de trabajo para la temporada entera. Los trabajadores no locales confirman la disponibilidades de transporte al sitio del trabajo para empezar el trabajo, 3) confirmación de revelación llena de todos los términos, de la condición, y de la naturaleza de trabajo-trabajo por el personal local de empleo, 4) confirmación afirmativa de requisitos legales trabajar en EEUU como descrito abajo. El empleador puede terminar al trabajador (extranjero y/o doméstico) con notificación al servicio del empleo si empleador descubre un registro criminal de convicción o estatus como un delincuente sexual registrado que empleador cree razonablemente, coherente con la ley actual, dañará la seguridad y las condiciones de vida de otros trabajadores. Los trabajadores alistaron contra la Oferta de empleo de dentro de conmutar normal que distancia no será proporcionada con albergar, la subsistencia y el transporte.

Sólo trabajadores permitieron legalmente trabajar en Estados Unidos y en que elegibilidad original de identidad y empleo de fuerzas armadas documenta suficiente para completar EN Forma yo-9, como necesario por la Inmigración y Acto de Nacionalidad, será permitido completar el proceso que emplea. Los trabajadores referidos contra esta orden deben ser informados que deben tener estos documentos en su posesión cuando llegan en el lugar de empleo. Con tal de que trabajadores completen sección 1 de forma yo-9, los trabajadores tendrán tres días hábiles para producir la documentación necesaria para completar sección 2 de forma yo-9, como proporcionado en el Acto. Los trabajadores que no proporcionan esta documentación no serán permitidos ir a trabajar en el cuarto día hábil de empleo, ni de ningún día subsiguiente hasta que la documentación sea proporcionada, como proporcionado en el Acto. VEA ETA 790 FIJACIONES PARA DETALLES.

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

Workers will perform various duties associated with growing Winter Squash and cabbage. Workers must follow their supervisor instructions at all time. Workers must use great care when working with knives.

SEE ETA 790 ATTACHMENTS FOR FULL JOB DESCRIPTION

Los trabajadores realizará diversas funciones relacionadas con el crecimiento Calabaza de Invierno y col. Los trabajadores deben seguir su supervisor instrucciones en todo momento. Los trabajadores deben tener mucho cuidado cuando trabaje con las cuchillas. VER ETA 790 ACCESORIOS PARA DESCRIPCIÓN COMPLETA

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si  No  If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3 months verifiable experience hand harvesting and handling agricultural products. Applicants must be able to furnish affirmative job references from recent (within 12 months) employers operating comparable operations establishing acceptable previous experience. see attachments. Meses comprobable experiencia mano cosecha y manejo los productos agrícolas. Los solicitantes deben estar en condiciones de proporcionar referencias de trabajo positivas de los últimos (en un período de 12 meses) los empleadores operaciones comparables de aceptable experiencia anterior. ver archivos adjuntos.

2. Check all requirements that apply:

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

| 17. 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 / Periodo de Pago        |                          |
| Cultivos  | Salario por Hora | Pago por Pieza / Unidad(es) | Pagos Especiales (Bono, etc.) | Deducciones                                   |                                     |                                     | / /                                 |                          |
| Cabbage   | \$ 11.74         | \$                          |                               | Social Security / Seguro Social if applicable | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Weekly / Semanal                    |                          |
| Winter Squash   | \$ 11.74         | \$                          |                               | Federal Tax / Impuestos Federales             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
|   | \$               | \$                          |                               | State Tax / Impuestos Estatales if applicable | <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"/> | Monthly/Mensual                     |                          |
| See attachments for more complete details.<br>Vea Fijaciones para la informacion completa.  |                  |                             |                               |   |                                     |                                     |                                     | Other/Otro               |
|   |                  |                             |                               |   |                                     |                                     |                                     | <input type="checkbox"/> |

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

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed. The employer reserves the right, at the employer's sole discretion, to temporarily raise the listed piece rates due to crop conditions. In the tasks where there is no prevailing practice to pay a piece rate the employer, at his sole discretion, may opt to pay per hour to ensure a good quality product. At no time will the workers be paid less than the highest available wage. See Attachments for complete wage information.

En caso de que la Secretaría de Trabajo promulgue un nuevo AEWR aplicable a cualquier porción del período de empleo cubrió por esta orden de trabajo que es más alta o más bajo que el AEWR en esto, el empleador pagará el AEWR más alto, y mayo en la discreción del empleador paga el AEWR más bajo, empezando con la fecha de vigencia del nuevo AEWR. El empleador pagará el más alto del AEWR, prevaleciendo el sueldo, el precio a destajo, el aceptó el sueldo de negociación colectiva o el Federal o salario mínimo de Estado en aquel momento el trabajo es realizado.

El empleador reserva el derecho, en la discreción única de empleador, para levantar temporalmente el antes mencionado listó las tasas de pedazo debidas para cortar condiciones. En las tareas donde no hay práctica predominante pagar un precio a destajo el empleador, en su única discreción, puede optar por pagar por hora de asegurar un producto bueno de calidad. En ningún tiempo haga a los trabajadores son pagados menos que el sueldo disponible más alto. Vea Fijaciones para la información completa del sueldo.

19. Transportation Arrangements / Arreglos de Transportación

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This subparagraph applies only to Workers who cannot reasonably return to their residence the same day. After the workers have completed 50% of the work contract all eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. SEE ATTACHMENTS TO ETA 790 FOR MORE COMPLETE DETAILS.

El Empleador no avanzará transporte y subsistencia costos a Trabajadores para el transporte al lugar de empleo. Este subpárrafo aplica sólo a Trabajadores que pueden no regreso de reasonability a su residencia el mismo día. Después de que los trabajadores hayan completado 50% del contrato del trabajo. Todos los solicitantes elegibles tendrán sus gastos razonables de entrada de transporte reembolsados, un tiempo sólo. Los solicitantes domésticos de fuera de de la distancia normal que conmuta que voluntario escogió no residir en el empleador proporcionó albergar, el empleador pagará por el reembolso de entrada inicial de transporte. Sin embargo, el empleador no reembolsará a ningún trabajador para el costo diario de transporte si conmutando de dentro de ni fuera del área de empleo destinado. El empleador no pagará por viajes voluntarios atrás a su residencia debido a emergencias familiares, ni debido a licencias.

VEA FIJACIONES A ETA 790 PARA DETALLES MAS COMPLETOS.

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

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

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si  No  \*IF applicable

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si  No

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si  No   
see attached

24. 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

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

none/ninguno

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

Yes/Si  No

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

Mitchell Beyler VP

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

\* Mitchell Beyler  
Employer's Signature / Firma y Título del Empleador

6/15/10  
Date / Fecha

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

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

**PUBLIC BURDEN STATEMENT**

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

**DECLARACION DE CARGA PÚBLICA**

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

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

SEE ATTACHMENTS TO THE ETA 790 FOR DETAILS CONCERNING THIS JOB OPENING.

VEA FIJACIONES A LA ETA 790 PARA DETALLES CON RESPECTO A ESTA APERTURA de TRABAJO

**20 CFR 653.501  
Assurances**

**INTRASTATE AND INTERSTATE CLEARANCE ORDER**

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

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

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Mitchell Beyler Date: 6/15/14

\* Employer's Signature Mitchell Beyler

**Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.**

| <b>16 John B Martin Farms Inc: Martin Farms</b> |             |               |
|---|-------------|---------------|
| <b>Address</b>                                  | <b>City</b> | <b>County</b> |
| Redman Rd                                       | Clarkson    | Monroe        |
| Edmunds Rd                                      | Clarkson    | Monroe        |
| Route 31  | Clarkson    | Monroe        |
| Ridge Rd  | Clarkson    | Monroe        |
| Sweden Walker Rd                                | Sweden      | Monroe        |
| Redman Rd                                       | Sweden      | Monroe        |
| Route 31  | Sweden      | Monroe        |
| Lake Rd   | Hamlin      | Monroe        |
| Church Rd                                       | Hamlin      | Monroe        |
| Brick Schoolhouse Rd                            | Hamlin      | Monroe        |
| Moscow Rd                                       | Hamlin      | Monroe        |
| Burritt Rd                                      | Parma       | Monroe        |
| Wyoming Rd                                      | Wyoming     | Wyoming       |
| Redman Rd                                       | Hamlin      | Monroe        |

**ATTACHMENT TO ETA 790**

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

1. Name and address of employer: John B Martin & Sons Farms Inc dba: Martin Farms: 4021 Redman Rd, Brockport NY 14420.

9. Anticipated dates of employment: 08/15/2016 until 01/06/2017.

Approximate time during the contract period of crop activities for all crops included in the application. All of the time frames related to specific job descriptions for each crop listed in job description is approximations for the purpose of disclosure to potential applicants, applicants, and employee (both foreign and domestic). The job activities described may, in fact, occur earlier and/or later depending on a wide variety of variable's including, but not limited to, weather conditions, weather disaster(s), Acts of God, disease pressure, positive or negative market conditions, availability or lack of availability of productions inputs, high or low cost of available inputs, and other factors, that the grower could not reasonably anticipate at the time this application was submitted and is beyond the control of the employer. These could develop and could occur at any time during the course of the growing season.

10. The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

11. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek is 8 hours per day Monday- Saturday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to 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.

12. Starting and ending times will change due to weather and crop conditions. During certain times of the season workers may be required to work at night. Workers will be given as much notice as possible when changing shifts are required.

If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

14. 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.

Free family housing is not available and it is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder. All housing is group housing in which

all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Employer-provided housing will meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. Workers may be terminated for willful destruction of housing.

15. Employers will accept applications from any source. Interested candidates should first contact their local State Workforce Office. Interested candidates are to review the terms, conditions and nature of employment as shown on the ETA 790 and its corresponding attachments. Candidates who may legally work in the United States, and have a copy of the job order should call Cathy Martin at 585-637-3636 Monday – Thursday from 11:00 am until 4:00 pm to schedule an in person interview. 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. Interstate (out of state) and Intrastate (in state) candidates will be interviewed over the phone once employer has received written confirmation that all required disclosures have been made. Completing an application packet and returning it to the employer is part of the interview process.

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. **The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers and their families.**

Only workers legally entitled to work in the United States and who possess' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

16. All workers should have at least 3 months' verifiable experience hand harvesting and handling agricultural products. Applicants must be able to furnish affirmative job references from recent (within 12 months) employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process though out the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the work described with or without reasonable accommodation.

**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.**

Cabbage: Workers will prepare fields for planting cabbage. Worker will plant cabbage according to their supervisor's instructions. Workers will cut mature cabbage heads using knife as specified by employer. Products will then be placed into sacks or boxes and placed on trailer for transport. Workers may grade products removing bad or damaged leaves and repack for shipment.

Harvesting Winter Squash: Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting pruning and windrowing. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from thirty-five (35) to over ninety-five (95) degrees.

Loaders: Carefully feed sorted and graded winter squash into automated machine that peels and halves the squash. Workers may be required to peel and halve winter squash using a knife in the event of equipment failure.

Cutter: Workers using a hand held knife, will remove the tops and tails from the winter squash halves and discard the tops and tails as disclosed by the supervisor.

Seed Removers and cleaners: Workers using a hand held spoon or other tools, will remove seeds from the center of winter squash and separate the seeds and other residual material as disclosed by supervisor. Worker will carefully load the peeled winter squash into an automated machine to be cubed. Seeds may be washed, dried and placed in bulk totes.

Fillers: Workers package the processed winter squash in appropriate container by attending automatic filler or by hand as necessary according to the packaging instructions disclosed by the supervisor.

Levelers: Packed winter squash is carefully hand-leveled by worker to assure an even level of winter squash in each container. Excess winter squash is removed from overfilled boxes and placed carefully in separate containers as disclosed by the supervisor.

Packaging: Packaging machines are fed materials by worker to produce a finished package product.

Stackers: Workers pick up filled boxes weighing up to 60 lbs from conveyor and stack carefully by prescribed pattern and height onto pallets by size and lot stamped on box as directed by supervisor.

Support jobs include bin and pallet repair and after hours clean up.

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

Farm Equipment Operation: Worker may be required to operate tractors, forklifts and other farm equipment during farming operations as an incidental activity in the production of the crops. Before any worker is required to operate any farm equipment, the worker will be instructed in the proper and safe operation of tractor. Worker will be required to operate tractors 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.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from thirty-five (35) to over ninety-five (95) degrees. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, racks, grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. This is very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, eight hours per day, Monday- Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times.

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

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 9 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs. Excessive absences and/or tardiness, as defined in the Work Rules, 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.

17. Wage Rates, Special Pay Information and Deductions: Wage Rates, Special Pay Information and Deductions: All work will be paid the wage rate of \$11.74 per hour. Employer will pay a wage rate equal to or higher than the highest of the AEW, prevailing wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage when the work is performed. In the event that the Department Of Labor promulgates a new AEW applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEW herein, the employer will pay the higher AEW, and may, at the employer's discretion pay the lower AEW, beginning with the effective date of the new AEW.

18: More details concerning pay: All domestic and/or nonresident seasonal farm workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

Employer reserves the right to pay a piece rate for any activities listed in the job description. In the event the employer does pay a piece rate, Workers are guaranteed that their total earnings will be at least equal to the AEW per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEW for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of AEW for the total hours worked in the pay period.

A). The employer will make the following deductions from the Worker's wages: FICA taxes, Medicare, Local, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer and any other charges expressly authorized by the Worker in writing. Deductions from pay may be made for payment of the workers portion for any employer-sponsored health care benefit that may be offered to the worker for the worker and the workers dependents that the worker chooses to purchase. The worker will not be required by the employer to purchase any health care benefit that may be offered and may choose to state in writing that the worker declines to purchase any such employer sponsored health care benefit. If the worker timely chooses to purchase any such health care benefit, at the time the worker states his or her desire to purchase such a health care benefit by completing and submitting any required written application, the worker also will be required to authorize a once a month deduction from the workers' wages to pay for the workers portion of the monthly insurance premium. Such authorization by a worker for the employer to make a once a month deduction from wages, that is for the deduction to be made from wages paid on one payday per month, to pay the workers share of the health benefit premium must be made in writing and signed by the worker. The worker's decision to decline or to accept the opportunity to purchase any health care benefit may be offered (including the workers authorization to the employer to continue deductions from wages for the workers share of each monthly premium as may be required by applicable law or by the insurance carrier or by both) will likely be irrevocable for the remainder of the benefit plan year for which the offer and acceptance are made, absent a "qualifying event" affecting the worker. Information concerning the amount that the worker must pay as the workers share of the premium cost in order to purchase a health care benefit will be provided in writing if such a plan is offered. Benefits offered under any health care plan, if offered, and other terms under which any such plan will be offered will be governed by the terms of any such health care plan, the requirements of any insurance company or third party administrator as well as by payroll administration requirements. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholding

B) Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers'

arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of eight hours Monday-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 the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee.

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

D). The payroll period shall be weekly.

E). Employer will provide a worker referred through the SWA Interstate System forty-eight (48) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service 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 \$11.26 per hour for the first week, starting with the original anticipated date of need. 48 hrs x \$11.74 = \$563.52 gross (before taxes). The employer may require the worker to perform alternative work 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.

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 or piece rate (if applicable); the hours of work which have been offered to the worker (showing offers in accordance with the 3/4 guarantee, separate from any hours offered over and above the guarantee, the total hours actually worked by the worker, beginning and ending days of the pay period, 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. Employer will abide by all regulations at 20 CFR 655.122(j)(k).

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

This subparagraph applies only to Workers who cannot reasonably return to their residence the same day. After the workers have completed 50% of the work contract all eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntarily chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be \$12.09 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.122(h) only to those employees who are eligible under the H-2A

program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is \$51.00. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he cannot perform the duties of the job as described above or if he abandons this employment when he is needed by the Grower.

Employer will provide, pay, or reimburse transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God, as outlined in 655.122(o), which makes fulfillment of this contract impossible as provided in paragraph 18C or if the worker is displaced by a U.S. worker under DOL's 50% rule.

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

For US workers who complete the work contract and are eligible for the outbound transportation benefit, or if the employee is terminated without cause, and the worker has no immediate subsequent H2a employment, or an H2a workers that is displaced due the employers obligation under the USDOL 50% rule, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence by check. In those circumstances, the grower will distribute the checks as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the growers/association for any damages, injuries, and personal or property losses.

21. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations. Workers employed under this job order are designated as seasonal employees.

22. 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 assures that there will be no lapse in coverage for worker's compensation. The employer's worker's compensation will be provided throughout the entire length of the contract period. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination.

23. Employers will provide tools and equipment at no cost for workers to perform the above tasks. Non-mechanical tools and equipment may include ladders, shovels, hoes, tampers, pruning hooks, shears or handsaws. **Workers may be terminated for any willful damage to or loss of such tools and equipment.**

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

#### **28. Other Conditions of Employment:**

A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules. c) fails after completing the training period to perform the work as specified in Item 16 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, or i)

commits acts of insubordination, **j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. 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 termination (A) above.

C). 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.

D). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by email 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.

E). 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.

F). Training: When beginning a crop activity for the first time, the employer will provide instructions and/or training (up to 1 hour) in the proper way to perform the crop activity. Thereafter the worker will be expected to perform the task with diligence as instructed. By the beginning of the second working day (8 hours of work completed), workers in all activities will be expected to keep up with fellow workers, not to adversely affect the productivity of the others workers, and to perform the work in a manner specified by the employer and described herein. After the one-day (8 hour) training and acclimation period, workers who fail to meet this standard and/or who fail to perform the work in the manner specified may be terminated.

G). 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 at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than on the day that work begins.

H). Employer agrees to abide by the regulations at 20 CFR 655.135.

I). The employer as a part of positive recruitment as per 20 CFR 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.

J) We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

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

L). Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

M) Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management.

N) The employer committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of harassment. Any type of harassment is grounds for immediate termination. Harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behaviour, which could be expected to make a person feel offended, humiliated or intimidated. Harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behaviour, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites.

Just because someone does not object to inappropriate behaviour in the workplace at the time, it does not mean that they are consenting to the behaviour.

Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work.

### **FARM, HARVESTING, AND FIELD FOOD SAFETY RULES**

1. Worker must practice good personal hygiene.
2. Worker should wash and sanitize hands for at least 20 seconds:
  - a) Before and after working, b) Before beginning work in a different area, c) Before and after eating, d) After visiting the restrooms, toilets and port-a-johns, e) Before and after treating an open wound or cut, f) Before and after treating an individual with a cut or wound, g) After blowing of nose, h) After touching the hair or face, i) After sneezing or coughing , j) After touching anything which can cause contamination or performing maintenance, k) After any break, l) After handling any dirty raw material or garbage, m) After touching animals or animal feces
3. All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required).
4. Worker should use proper hand washing and toilet facilities.
5. Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers.
6. If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids.
7. All workers shall maintain neatness while in working areas.
8. Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas.
9. Animals are prohibited on all farm premises.
10. Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises.
11. Workers families and children are not allowed in any work area.
12. Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath.

**ACUSE DE RECIBO DE LA LISTA PROPORCIONA INFORMACIÓN POR ESCRITO POR**

**JOHN B MARTIN & SONS INC DBA: MARTIN FARMS**

**Y**

**DESCARGO DE RESPONSABILIDAD DE TODOS LOS DEMÁS SEGÚN LAS REVELACIONES (ORAL Y ESCRITO) DE TRABAJO  
TÉRMINOS Y CONDICIONES POR CUALQUIER Y TODAS LAS DEMÁS PERSONAS Y ORGANISMOS, INCLUYENDO LOS  
PUERTORRIQUEÑOS COMMONWEALTH AGENCIA OBRA (SWA)**

Muchos errores no intencionales son realizadas por personas y organismos que malinterpretar información o que no comprendemos plenamente información que se les proporcione. Las oportunidades de los errores son mayores cuando las personas y organismos tratan de resumir información detallada y proporcionar información a los demás. Por estas razones, John B Martin & Sons Inc dba: Martin Farms granjas sólo acepta la responsabilidad de la información por escrito sobre las condiciones de trabajo y de empleo que se reconoce expresamente son sus documentos y se **rechaza de forma expresa (es decir, que rechaza la validez jurídica y de la autoridad legal) cualquier** y todas las declaraciones y revelaciones, verbales y escritas, realizadas por cualquier y todas las demás personas y organismos, entre ellos la comunidad puertorriqueña Agencia Obra (SWA) con respecto a la naturaleza y la descripción de las labores agrícolas y/o oferta de trabajo John B Martin & Sons Inc dba: Martin Farms. John B Martin & Sons Inc dba: Martin Farms Las granjas se reserva todos los derechos legales para ser el proveedor exclusivo de todas las descripciones y divulgación de información relativa a los términos y condiciones de la oferta de trabajo y empleo, sobre los que se va a aplicar. Esta exención de responsabilidad no tiene por objeto menospreciar o sugerir descortesía para con cualquier persona, organización o institución, pero para que quedara bien claro que John B Martin & Sons Inc dba: Martin Farms no tiene la intención de ser responsable de los errores o fallos de cualquier otra persona, organización o institución. Todos los términos y condiciones relacionados con este trabajo de la granja oferta de trabajo son siempre expresa y exclusivamente por John B Martin & Sons Inc dba: Martin Farms en el Acuerdo de trabajo escrito y accesorios descritos en este documento, preparado por ella.

Cada una de las disposiciones, firmándola por debajo de la línea apropiada y firmar este documento, yo reconozco expresamente por la presente y confirmar que he recibido cada documento descrito en este documento y que he revisado/leer cada uno de ellos en su totalidad, que yo entiendo por completo cada uno, que yo no he respondido a todas las preguntas relacionadas con la satisfacción de cada uno de los documentos de una persona que se identificó, como representante autorizado de John B Martin & Sons Inc dba: Martin Farms. Y que no tiene ningún efecto vinculante o fundamento jurídico o consecuencia de John B Martin & Sons Inc dba: Martin Farms. He de reconocer, validar y coinciden en que la única términos y condiciones a que sean jurídicamente vinculantes, la información por escrito que me han proporcionado por John B Martin & Sons Inc dba: Martin Farms preparado por ella y se describe a continuación. Además, acepto y confirmar que todos los documentos a que se hace referencia en el presente los documentos a los que se hace referencia en este documento se me han proporcionado antes, o no más tarde de la hora de la aplicación/entrevista y que cada uno de los documentos ha sido siempre en mi primer/idioma preferido Inglés o Español, o en los casos, el inglés y el español.

**Iniciales**

\_\_\_\_ I han sido siempre completado Estados Unidos Departamento de Trabajo División de Salarios y Horas Formas 516/521 describe un breve resumen de los términos y condiciones del trabajo y la vivienda, respectivamente. Entiendo que el trabajo y la vivienda términos y condiciones son más ampliamente descritos en Acuerdo de trabajo reconocer más adelante en este documento.

\_\_\_\_ ME han entregado los "Estados Unidos Departamento de Labor-Employee derechos bajo el programa H-2A" Cartel 1491 DMS y DMS 1491SP en Inglés y Español.

\_\_\_\_ ME han entregado mi Contrato de Trabajo que se describe ampliamente los términos y las condiciones de mi empleo como obrero agrícola con John B Martin & Sons Inc dba: Martin Farms. Incluido en el Acuerdo de trabajo como archivos adjuntos son reglas de trabajo y reglas de vivienda. Entiendo el acuerdo de trabajo con el trabajo y la vivienda normas tiene carácter integral; sin embargo, NO ME reconoces específicamente mi entendimiento claro de los trabajos que vaya a realizar, y las condiciones relacionadas con este trabajo, cómo, qué y cuándo voy a ser pagado; la forma en que el ¼ horas disposiciones de garantía se aplican; beneficios de transporte y condiciones; prestaciones de vivienda y condiciones. Entiendo y estoy de acuerdo que tengo, como condición para el empleo, a fin de firmar un ejecución página de este Acuerdo de trabajo, que es completamente separada de la cuestión, para mi trabajo de acuerdo jurídicamente vinculante antes de que yo salga \_\_\_\_\_ (estado de origen o del país).

\_\_\_\_ He recibido un estado de Nueva York, División de las normas de la OIT, "Trabajo Agrícola Productor/Procesador Sumario de la solicitud" que tengo entendido fue preparado por el Estado de Nueva York.

\_\_\_\_\_ ENTIENDO y estoy de acuerdo que cuando me informe a trabajar en Nueva York, y tendrá en mi poseer y presente en la granja original identidad y elegibilidad de empleo suficientes para completar los documentos Departamento de Justicia formulario I-9, como lo requiere la Ley de Inmigración y Nacionalidad (INA). Voy a presentar un documento original o documentos (de la(s) lista(s) en la parte posterior de la forma I-9 identificar) que establecen y su calificación para el empleo, de conformidad con lo dispuesto en la ley federal de administración, como se requiere en el INA dentro de un plazo de tres días hábiles a partir de la fecha empleo. Consulte la parte posterior de la forma I-9 para obtener una lista de documentos aceptables(s). Los empleados que no cumplan con este requisito al final del tercer día de trabajo no se les permitirá mantener el empleo hasta que ha cumplido con este requisito.

Declaro expresamente que estoy más de dieciocho (18) años de edad, que soy de mente sana para la ejecución de este documento y los demás documentos a los que se hace referencia en este documento. Y me declaro que he tenido todas mis preguntas contestadas relacionadas con estos materiales y amplia divulgación para mi satisfacción. Tengo entendido que las granjas John B Martin & Sons Inc dba: Martin Farms personal no son abogados y no son de mi abogado. He tenido la oportunidad y se fomentan las explotaciones agrícolas por John B Martin & Sons Inc dba: Martin Farms personal para solicitar asesoría de un abogado de mi propia elección de toda esta información y mi declaración. Puedo declarar y afirmar que las granjas John B Martin & Sons Inc dba: Martin Farms sólo acepta la responsabilidad de las revelaciones hechas por escrito referente a los términos y condiciones de empleo que se reconoce expresamente su documento, y John B Martin & Sons Inc dba: Martin Farms renuncia expresamente (que significa que rechaza la validez jurídica y de la autoridad legal) cualquier y todas las revelaciones y declaración, oral y escrita, por cualquier y todas las demás personas y organismos, entre ellos la comunidad puertorriqueña Agencia Obra (SWA) o cualquier otra fuerza laboral estatal Organismo en lo que respecta a la naturaleza y la descripción de las labores agrícolas y/o oferta de trabajo John B Martin & Sons Inc dba: Martin Farms. Sin limitar el efecto de este descargo de responsabilidad, entiendo y estoy de acuerdo que la información que me ha dado por el funcionario puertorriqueño y su SWA SWA personal o cualquier otra SWA y de su personal, en forma oral o escrita, no es vinculante para John B Martin & Sons Inc dba: Martin Farms.

Al firmar a continuación, YO afirmar y reconocer que entiendo, están de acuerdo y aceptar todos los términos y condiciones de empleo prevista expresamente por escrito en este y otros documentos de referencia de John B Martin & Sons Inc dba: Martin Farms Las explotaciones sin limitación alguna(s).

**Solicitante o Empleado**

\_\_\_\_\_ (Nombre del signo) \_\_\_\_\_ (Fecha)  
\_\_\_\_\_ (Nombre en letra de imprenta)

**Testimonio o Puerto Rico SWA representante o abogado, si procede.**

\_\_\_\_\_ (Nombre del signo) \_\_\_\_\_ (Fecha)  
\_\_\_\_\_ (Nombre en letra de imprenta)

Testimonio/estado o Puerto Rico SWA representante o abogado

Ubicación de la Oficina, incluyendo el Estado o Puerto Rico

\_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF LISTED WRITTEN DISCLOSURES PROVIDED BY**

**JOHN B MARTIN AND SONS FARMS, INC (MARTIN FARMS)**

**AND**

**DISCLAIMER OF ALL OTHER CLAIMED DISCLOSURES (ORAL AND WRITTEN) OF JOB TERMS AND CONDITIONS BY ANY AND ALL OTHER PERSONS AND AGENCIES, INCLUDING PUERTO RICAN COMMONWEALTH WORKFORCE AGENCY (SWA)**

Many unintentional mistakes are made by people and agencies that misinterpret information or that do not fully understand information that they are provided. The opportunities for errors are increased when persons and agencies attempt to summarize detailed information and provide information to others. For these reasons, Martin Farms only accepts responsibility for the written disclosures concerning the terms and conditions of employment that is expressly acknowledges are its documents and it **expressly disclaims (that means it rejects the legal validity/legal authority of)** any and all statements and disclosures, oral and written, made by any and all other persons and agencies including the Puerto Rican Commonwealth Workforce Agency (SWA) regarding the nature and description of the farm work and/or job offer from Martin Farms. Martin Farms reserves all legal rights to be the exclusive provider of all descriptions and disclosures concerning the terms and conditions of the job offer and employment for which you are applying. This disclaimer is not intended to disparage or suggest discourtesy to any person, agency or organization but to make it fully clear that Martin Farms does not intend to be responsible for errors or failures by any other person, agency or organization. All terms and conditions related to this farm work job offer are provided expressly and exclusively by Martin Farms in the written work Agreement and attachments described in this document prepared by it.

By initialing each provision below on the appropriate line and signing this document, I hereby expressly acknowledge and confirm that I have received each specified document described in this document and that I have reviewed/read each in it entirely, that I understand each completely, that I have all questions answered to my satisfaction related to each document by a person who identified himself or herself, as an authorized representative of Martin Farms. And that it has no binding effect or legal basis or consequence to Martin Farms. I acknowledge, confirm and agree that the only terms and conditions disclosed to me that are legally binding are the written disclosures provided to me by Martin Farms prepared by it and described below. I further acknowledge and confirm that all documents referenced in this documents referenced in this document have been provided to me before, or not later than, the time of application/interview and that every document has been provided in my first/preferred language of English or Spanish, or in cases, English and Spanish.

**Initials**

\_\_\_\_ I have been provided completed United States Department of Labor Wage and Hour Division Forms 516/521 describing a brief summary of the terms and conditions of the job and the housing, respectively. I understand that the job/housing terms and conditions are more comprehensively described in Work Agreement acknowledge later in this document.

\_\_\_\_ I have been provided the "United States Department of Labor-Employee Rights Under the H-2A Program" Poster WHD 1491 and WHD 1491SP in English and Spanish.

\_\_\_\_ I have been provided my Work Agreement which comprehensively describes the terms and conditions of my employment as a farm worker with Martin Farms. Included in the Work Agreement as attachments are work rules and housing rules. My understanding of the Work Agreement with the work and housing rules is comprehensive in nature; however, I specifically acknowledge my clear understanding of the work I will be performing and the conditions related to that work; how, what, and when I will be paid; how the ¾ hours guarantee provisions are implemented; transportation benefits and conditions; housing benefits and conditions. I understand and agree that I am required, as a condition of employment, to sign an execution page of this Work Agreement, as a completely separate matter, for my Work Agreement to be legally binding before I depart \_\_\_\_\_ (home state or country).

\_\_\_\_ I have received a New York State, Division of Labor Standards, "Farm Labor Grower/Processor Application Summary" form that I understand was prepared by the State of New York.

\_\_\_\_ I understand and agree that when I report to work in New York, I must and will have in my possession and present at the farm original identity and employment eligibility documents sufficient to complete Department of Justice form I-9, as required by the Immigration and Nationality Act (INA). I will present an original document or documents (from the list(s) on the back of the I-9 form) that establish identify and employment eligibility, in accordance with the governing federal law, as required by the INA within three business days of the date employment begins. Please see the back of the form I-9 for a list of acceptable documents(s). Employees who do not

comply with this requirement by the end of the third work day will not be permitted to continue employment until this requirement has been satisfied.

I declare affirmatively that I am over eighteen (18) years old, that I am of sound mind to execute this document and the other documents referenced in this document. I further declare that I have had all my questions answered related to these material and comprehensive disclosures to my satisfaction. I understand that Martin Farms staff are not attorney and are NOT my attorney. I have had the opportunity and been encourage by Martin Farms staff to solicit advice from an attorney of my own choosing regarding all this information and my declaration. I further declare and affirm that Martin Farms only accepts responsibility for the disclosures made in writing concerning the terms and conditions of employment that it expressly acknowledges are its document, and Martin Farms expressly disclaims (that means it rejects the legal validity/legal authority of) any and all statement and disclosures, oral and written, made by any and all other persons and agencies including the Puerto Rican Commonwealth Workforce Agency (SWA) or any other State Workforce Agency regarding the nature and description of the fam work and/or job offer from Martin Farms. Without limiting the effect of this disclaimer, I understand and agree that information given to me by the official Puerto Rican SWA and its SWA staff or any other SWA and its staff, orally or in writing, is not binding on Martin Farms.

By signing below, I affirm and acknowledge that I understand, agree and accept all terms and conditions of employment expressly provided to me in writing in this and other referenced documents from Martin Farms without any limitation(s).

**Applicant or Employee**

\_\_\_\_\_ (sign name) \_\_\_\_\_ (date)  
\_\_\_\_\_ (Print name)

**Witness/State or Puerto Rico SWA Representative or Attorney, if applicable.**

\_\_\_\_\_ (sign name) \_\_\_\_\_ (date)  
\_\_\_\_\_ (Print name)

Witness/State or Puerto Rico SWA Representative or Attorney

Office location, including State or Puerto Rico

\_\_\_\_\_

13. Workers may not deliberately restrict production.
14. **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.**
15. **WORKERS WILL BE DISCHARGED for fighting on the employer's premises, including housing premises, at any time.**
16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.
17. **WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer.**
18. Workers may not falsify identification, personnel, medical, production or other work-related records. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
19. 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.**
20. 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.
21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY**
22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's **as soon as is reasonably possible.** **UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**
23. Workers must follow supervisor's instructions.
24. Workers may not commit acts of insubordination - failure to regard authority.
25. After the training period, workers are expected to possess the skills necessary to perform the job described in the work agreement and to the standard set by the employer.
26. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 AM on Saturday night.
27. 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.
28. Personal vehicles are not allowed in the fields. Personal vehicles will need to be left at designated location as set by the employer.
29. Cell phone or individual entertainment devices (Ipods, ect) are not allowed during working times. Workers may use these devices on their lunch break and other employer approved times..
30. No smoking is allowed inside the housing facilities. Workers may smoke outside. Butt cans, or ash trays must be used at all time. Workers will be responsible for keeping the smoking section clear of trash and cigarette debris.
31. No firearms or weapons are allowed in employee housing facilities. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**

Short

# Addendum - John B Martin & Sons Farms Inc dba: Martin Farms

| Employers  | (4073) | Total Workers Employed | Starting Date<br>Ending Date | Housing Type                     | Housing Location County | Total Capacity | Total H2A Wrkrs |
|--|--------|------------------------|------------------------------|----------------------------------|-------------------------|----------------|-----------------|
| Cathy & Peter Martin<br>John B Martin & Sons Farms<br>Inc dba: Martin Farms<br>4021 Redman Rd<br>Brockport, NY, 14420<br>(585) 637-3636<br>Butternut Squash, Cabbage |        | 110                    | 8/15/16<br>1/6/17            | 5 wood frames, 7<br>mobile homes | Monroe                  | 88             | 52              |

|                             |     |
|-----------------------------|-----|
| Total Workers Employed      | 110 |
| Total Housing Capacity      | 88  |
| Total H2A Workers Requested | 52  |
| Total Employers             | 1   |

Housing Types: AP - Apartment, BL - Block, HO - Hotel/Motel, ME - Metal, MH - Mobile Home, SH - Shared, WF - Wood Frame