OMB Approval: 1205-0466
Expiration Date: 8/31/2022

Agricultural Clearance Order
Form ETA-790
U.S. Department of Labor

***IMPORTANT**: In accordance with 20 CFR 653.500, all employers seeking U.S. workers to perform agricultural services or labor on a temporary, less than year-round basis through the Agricultural Recruitment System for U.S. Workers, must submit a completed job clearance order (Form ETA-790) to the State Workforce Agency (SWA) for placement on its intrastate and interstate job clearance systems. Employers submitting a job order in connection with an H-2A Application for Temporary Employment Certification (Form ETA-9142A) must complete the Form ETA-790 and attach a completed 790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed 790B. Employers and authorized preparers must read the general instructions carefully, complete ALL required fields/items containing an asterisk (*), and any fields/items where a response is conditional as indicated by the section (§) symbol.*

I. Clearance Order Information

FOR STATE WORKFORCE AGENCY (SWA) USE ONLY *Questions 1 through 17*		
1. Clearance Order Number * NY1333559	2. Clearance Order Issue Date * 2/6/2020	3. Clearance Order Expiration Date * 7/25/2020
4. SOC Occupation Code * 45-2092.02	5. SOC Occupation Title * Farmworkers and Laborers, Crop	

SWA Order Holding Office Contact Information			
6. Contact's last (family) name * Gwise	7. First (given) name * Caylin		8. Middle name(s) § L
9. Contact's job title * Foreign Labor and Agriculture Specialist			
10. Address 1 * 276 Waring Road			
11. Address 2 *(suite/floor and number)* § 			
12. City * Rochester		13. State * New York	14. Postal code * 14609
15. Telephone number * 585-258-8855	16. Extension § 	17. E-Mail address * h2a@labor.ny.gov	

II. Employer Contact Information

1. Legal Business Name * Donald DeMarree Fruit Farm, Inc.			
2. Trade Name/Doing Business As (DBA), if applicable § 			
3. Contact's last (family) name * De Marree	4. First (given) name * Alison		5. Middle name(s) § M
6. Contact's job title * Vice President			
7. Address 1 * 7654 E Townline Rd			
8. Address 2 *(apartment/suite/floor and number)* § 			
9. City * Williamson		10. State * New York	11. Postal code * 14589
12. Telephone number * +1 (315) 589-9698	13. Extension § 	14. Business e-mail address * demarreeff@aol.com	
15. Federal Employer Identification Number *(FEIN from IRS)* * 16-0954187		16. NAICS Code * 1113	

III. Type of Clearance Order

1. Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. *(choose only one)* *	☑ 790A (H-2A clearance order) ☐ 790B (regular clearance order)

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Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .03 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

OMB Approval: 1205-0466
Expiration Date: 8/31/2022

H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

A. Job Offer Information

1. Job Title * Farm Worker

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	10	10	3. Begin Date * 4/5/2020	4. End Date * 11/14/2020

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

42	**a. Total Hours**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	7	h. Saturday

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 2 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 14 . 29	☑ HOUR ☐ MONTH	$ ____ . ___	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☐ Yes ☑ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

H-2A Case Number: JO-A-300-20034-293918 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. *	3	3. Training: number of months required. *	0

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☑ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 50 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☐ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

See Addendum C

C. Place of Employment Information

1. Address/Location *
7654 E Townline Road All worksites are owned/controlled/operated by the employer.

2. City *	3. State *	4. Postal Code *	5. County *
Williamson	New York	14589	Wayne

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
6954 Bear Swamp Road, Williamson, NY 14589 - Wayne. Co.

All worksites are owned/controlled/operated by the employer. Directions to 7654 E. Townline Rd: Take Rt 31 east to Rt 14, take Rt 14 north to Alton, then proceed west on Rt 104 to East Williamson, turn north onto Townline Rd, farm is on the east side of the road.
For Bear Swamp farm: turn south from 7654 Townline Road, go 1.20 miles and turn west on Brasser Rd. Proceed

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ No

D. Housing Information

1. Housing Address/Location *
7654 Townline Road

2. City *	3. State *	4. Postal Code *	5. County *
Williamson	New York	14589	Wayne

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
One wood frame modular + one block bldg	2	17

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
See Addendum C

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ No

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

Employer will NOT provide three meals per day. Workers must buy and prepare own meals. Employer will furnish free dishes, cooking utensils and convenient kitchen and cooking facilities to workers to whom housing is provided. Employer will provide transportation once a week to workers' living in farm housing to stores where they can purchase groceries, other incidentals and/or medical necessities.

2. If meals are provided, the employer: *	☑ **WILL NOT** charge workers for such meals.		
	☐ **WILL** charge workers for such meals at	$ _____ . _____	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 12 . 46	per day *
	b. no more than	$ 55 . 00	per day with receipts

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *
   (Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (315) 589-9698	demarreeff@aol.com

4. Website address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☑ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound)*

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. *Transportation from Place of Employment (Outbound)*

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. Daily Transportation

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. Compliance with Transportation Standards

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CPR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY**: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. 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. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning 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. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance 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. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial §
De Marree	Alison	M
4. Title *		
Vice President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		2/3/2020

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs 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 ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

H-2A Agricultural Clearance Order
Form ETA-790A Addendum B
U.S. Department of Labor

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Donald DeMarree Fruit Farm, Inc.	6954 Bear Swamp Road Williamson, New York 14589 WAYNE		4/5/2020	11/14/2020	10

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: JO-A-300-20034-293918 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
1 block + 3 frame bldgs	5200 Lake Road Williamson, New York 14589 WAYNE	Workers should expect to share a bedroom with another worker, kitchen facilities with up to 5 other workers and bathroom facilities with up to 6-12 workers. Free family housing not available, and is not a prevailing practice in the area of intended employment to provide family housing to temporary or seasonal farmworkers. Housing is only provided at no cost to workers who are not reasonably able to return the same day to their place of residence.	3	22	☑ Local ☑ State ☑ Federal
					❑ Local ❑ State ❑ Federal
					❑ Local ❑ State ❑ Federal
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FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: JO-A-300-20034-293918 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Manually plant, cultivate and harvest apple s. Use hand tools, such as shovels, trowels, hoes, tampers, pruning hooks, shears, knives and saws. Till soil and apply fertilizers; transplant , weed, thin or prune crops (may require the use of chainsaws); apply pesticides; clean, pack and load harvested product s. Construct trellis, assemble bins, repair bins, fences and farm buildings, participate in irrigation or drainage activities. Set up and operate irrigation equipment . Operate tractors, tractor-drawn machinery , and self-propelled machinery to plow, harrow and fertilize soil, or to plant, cultivate, prune, thin, train trees, spray, protect with hail netting, enhance crop light exposure and harvest crops . Use equipment, sanitizers and hand tools to sanitize bins, machinery and equipment to meet food safety regulations. Repair and maintain farm vehicles, implements, and mechanical equipment . Harvest apples by hand. Apply hail netting , reflective orchard floor covering, pesticides, herbicides or fertilizers to crops. Remove or move hail netting or reflective orchard floor covering from block to block or to storage building. Inform farmers or farm mangers of crop progress. Identify plants, pests, and weeds to determine the selection and application of pesticides and fertilizers. Clear and maintain drainage ditches. Participate in employer provided and other training for; pesticide use & application, food safety practices, equipment operation and safety and general work safety. Follow all food and other safety procedures. Record information about crops, such as pesticide use, food safety threats or practices , yields or costs. Apples injured by bruising during picking shall not exceed 0% (WNY) for fresh and 0% (WNY) for processing. Productivity must be at least 3 bins (67.5 bushels) fresh market and/or 6 bins (120 bushels) processing fruit per day. A few fresh varieties require stem clipping of each apple before placing the apple in the picking bag. Workers are expected to work at least the number of days and hours specified. Depending on weather, crop or other conditions, workers may be requested, but not required, to work up to seven days per week and/or on the Sabbath and up to 12 hours per day. Workers should report to work with their own suitable work clothing and foot ware. Field temperatures may range from below O (F) to 90+ degrees (F) with possible wet morning conditions. Due to both worker safety and food safety concerns, workers must be able to speak and understand enough English to follow directions and communicate safety threats to the farmer, other workers and supervisors. Orchard Development and Maintenance: Workers will be required to plant, adjust planting depth by the tree graft union, stomp soil around newly planted trees, spread fertilizer, pick up roots, stones, and limbs, hoe trees, strip suckers or unwanted growth from trees, dig root suckers, rub out buds, remove vines, lay irrigation pipe or tube, repair and maintain irrigation system , strap, paint tree trunks and tie or thin out the crop load on fruit trees. Instruction will be given for each task and standards of performance communicated to workers . The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.
Pruning: While pruning trees, workers will receive proper tools for the particular job, i.e., saw, pruners, loppers and hand snips. These tools will be returned to the employer at the end of the task. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate to his workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. In some instances, pruning will be done from an 8 or 18 foot ladder weighing up to 40 pounds. All workers must be able to lift and carry a ladder, as well as work from the top of a ladder. Wood cut from the tree must be removed without damaging apples

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will make all deductions required by law (FICA, Medicare, federal/state taxes, disability and Paid Family Leave insurance, court-ordered child support, Internal Revenue Service wage garnishment, etc.).

Housing for Workers: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law.

Therefore, the employer may NOT require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for the damage.

Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. 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 including working team leaders and drivers.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements

3. Details of Material Term or Condition (*up to 3,500 characters*) *

3 month's verifiable experience thinning, pruning, picking fresh apples and operating equipment required.
Applicants need to provide the employer with current contact information from recent employers' establishing acceptable prior experience.
Sex offenders are not hired as children live on the farm and neighbors have children or grandchildren whose backyards abut our orchards. Employees are often scattered throughout the farm and may have no direct supervision at times during work hours nor during their "off ' hours. Criminal background checks will be conducted at the employer's expense.

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers should expect to share a bedroom with another worker, kitchen facilities with up to five other workers and bathroom facilities with 6-12 workers. No recreational nor medical facilities are provided on site. Free family housing 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 not reasonably able to return the same day to their place of residence.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will accept applications from all sources. Interested candidate should first contact their local State Workforce Office. Interested candidates are to review the terms, conditions and nature of employment as shown on ETA 790 and its corresponding attachments. Candidates who may legally work in the US and have a copy of the job should call Alison DeMarree at (315)589-9698 Monday 9:00am until 3:00pm to schedule an interview. NO APPLICANTS ARE JUST TO SHOW UP WITHOUT A SCHEDULED 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. Completing an application is a part of the interview process.

Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers are screened for compliance with the following criteria: 1) 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. Nonlocal 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 order 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 posses original identity and employment eligibility documents sufficient to complete USCIS 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.

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will offer free transportation only for workers living in employer's housing both to/from the daily work site when the worksite is beyond 1/4 mile walking distance from the housing. 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.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer will not advance transportation and subsistence costs to workers for transportation to the place of employment. Employer reserves the right to arrange transportation in advance. Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first work week. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence) from the place the worker departed to the employer's place of employment.

h. Job Offer Information 8

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - NYS Wage Information Requirements

3. Details of Material Term or Condition (*up to 3,500 characters*) *

12. Frequency of Pay: Article 6 of the NYS Labor Law, section 191.1a, requires that employer pay wages weekly to manual workers (farmworkers are manual workers) no later than 7 calendar days after the end of the week in which wages are earned. Therefore, manual workers can be paid weekly or biweekly (up to date; where all days, including payday hours are paid).

Workers will be paid weekly on Thursday for the previous work week which started on Sunday and concluded on Saturday.

15. Deductions from Worker's Pay: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law. Therefore, the employer may NOT make any other deductions NOT required by law.

Additional Assurances:
• Per the Farm Laborer Fair Labor Protections Act, effective January 1, 2020, all farmworkers , including H-2A foreign guest workers, will earn one and a half times the regular rate for all hours worked over 60, and for any hours voluntarily worked on a workers day of rest.

Within a short time after hire: NYS Labor Law section 201g requires that employers adopt a sexual harassment prevention policy. Interactive training and a copy of the written policy must be provided to all workers. The policy must be provided in the language spoken by the workers.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

pounds. All workers must be able to lift and carry ladder, as well as work from the top of a ladder. Workers must remove all resulting materials from the trees rendered from performing pruning tasks without damaging apples, dropping said prunings to the orchard floor. Workers are required to pick up and return ladders to the designated location at the end of each work day. Apple Harvest: Workers will be assigned rows, usually with partners and are responsible for picking all the proper fruit from those rows, row or partial row. Fruit is selected and harvested from the tree according to size, color standard and/or degree of maturity as set by the picking supervisor for each variety and orchard. In some instances, fruit harvest will be done from a 8, 12, 16 or 18 foot ladder weighing up to 40 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. The entire tree is checked to ensure removal of all fruit meeting picking requirements. Some apple varieties will require the stem to be clipped before the fruit is placed in the picking container. Fruit is placed gently in the picking container until the container is full.

The full picking container weighing up to 50 lbs. is then gently emptied into a field bin, taking care not to spill or bruise the fruit in the container or field bin. All fruit in the bin must be free of bruise, sticks, leaves, decay or damage leading to decay and other foreign matter. Bins must be filled to capacity, but not over-filled so that fruit will be bruised when full bins are stacked for transport from the field. Workers are required to stay on their assigned row unless directed by a supervisor to change or to assist others as requested. Workers will be required to pick up and return ladders assigned to them when moving to another orchard AND at the end of each work day. Workers must report any condition that would lead to a food safety violation upon discovery to receive instructions on how to proceed.

Packing Operations: Workers will perform various activities associated with packing produce harvested in orchards. Worker s will be required to grade, fill, level or make boxes, and stack produce . Workers may perform support jobs that include bin and pallet cleaning and repair and after hours clean up.

Farm Equipment Operation: Workers will observe and listen to machinery operation to detect equipment malfunctions. During the growing or harvest season, workers may be required to operate various pieces of farm equipment, incidental to their crop.

These could include tractors, forklifts, platforms, harvest assist equipment and trucks. Before any worker is required to operate equipment, the worker will be instructed in the proper and safe operation. Workers will be required to operate assigned equipment according to instructions and in a manner that protects the operator, other workers, trees and equipment. Repeated failure to obey operating and safety instruct ions may result in termination.

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. Field work begins at assigned time shortly after daylight. Work will be performed during high humidity, temperatures ranging from 95+ degrees to below 32 degrees F and occasionally in light rain or frosty conditions.

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Vehicle and Farm Equipment Operation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Our employees drive farm equipment not only on the farm, but on town and county roads to get between orchards. Neighbors, family members and employees are often walking on our farm for exercise, relaxation or to fish or hunt. Our orchards abut most of our neighbor's backyards, where they may enter the orchards. Employees drive tractors, orchard platforms , ATVs and RTVs and other machinery during the course of employment and must not be under the influence of drugs or alcohol which could affect their judgment or ability to operate this equipment safely for the sake of other motorists , pedestrians and other employees working in the field. Drug & alcohol testing at employer expense.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Info Regarding Job Qualifications/Requireme

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers referred against this order must have a minimum of months experience in performing tasks described in this order. Employer may conduct random drug tests, post hire, at the employer's expense.
a. Workers must be able to demonstrate that they are physically able to perform the work as described .
b. The employer will provide 0 days of training and/or allow 0 days of work for worker to reach production standards if applicable.
c. Production Standards (if applicable): Worker must be able to: pick at least 3 bins {67.5 bushels) fresh market and/ or 6 bins (120 bushel) processing apples per day. Some fresh apple varieties require stem clipping each apple before placing it in the picking bag.
d. Employer may terminate worker with timely notification to the NPC and DHS, if the worker:
(1) Refuses, without cause, to perform work for which the worker was recruited and hired; (2) Commits serious acts of misconduct; (3)Fails, after completing any training or break-in period, to reach production standards (if applicable) ; or (4) Abandons Job ("Job Abandonment") - is absent for five consecutive previously scheduled days without prior notification to employer .

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

All the tasks in this Job Description constitute one 1) job; the operator will assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers will 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, apply or remove hail nets or reflective orchard floor material to the crop, gardening, weeding and shrubbing, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated. Work specifications, can change from time to time during the season due to crop or market conditions, even on the same crop . Workers will be expected to conform to the specific instructions given for each day's work. The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform 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.
When beginning a crop activity for the first time, the employer will provide instructions and/or training in the proper way to perform the crop activity. Thereafter the worker will be expected to perform the task as instructed with diligence and not to adversely affect the productivity of the other workers.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Work Rules
Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.
Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of a day to three days may be made in the case of less serious violations. Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.
1. Workers must perform the assigned work in a careful, workmanlike manner in accordance with the provisions of the job order.
2. The illegal possession, illegal use or illegal distribution of drugs on company property, while performing work, in housing property or company vehicles/equipment is strictly prohibited. The possession, use or distribution of alcoholic beverages on worksites or in company vehicles/ equipment is strictly prohibited. Workers suspected to be under the influence of drugs or alcohol will not be permitted to work. Workers may be required to take a drug test and/or alcohol test, post hire. Workers may not fail or refuse to take such tests.
3. Excessive absences will not be permitted. This is regular, every day work for which employees are expected to be present, able and willing to perform every scheduled work day. This is not sporadic or " day work". Any absence from work must be reported by 7am. Five consecutive workdays of unexcused absence will constitute abandonment of employment and the worker will be terminated. Excessive or repeated tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in 30 day period. Workers will be discharged for excessive tardiness.
4. Worker must report at the assigned time and place each workday as direct by the supervisor.
5. Workers must follow supervisor's instructions. Insubordination (t he refusal to perform assigned work, the use of malicious or profane language or other conduct which undermines a supervisors authority) is cause for dismissal.
6. Workers may not take unauthorized breaks from work nor leave the field or other assigned work area without permission of the employer or person in charge.
7. Workers may not enter the employer's premises without authorization.
8. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the supervisor.
9. Workers may not deliberately restrict production, damage plants or bruise fruit.
10. Workers may not possess weapons or ammunition on company property, housing or vehicles/equipment nor physically threaten another person with any tool or weapon.
11. Workers will be discharged for fighting, horseplay or scuffling on the employer's premises, including housing premises and vehicles/equipment, at any time.
12. Workers will not falsify identification, personnel, medical, production, time worked or other legal or work- related records. Falsifying legal records is grounds for dismissal.
13. 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 or neighboring properties.

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - undefined

3. Details of Material Term or Condition (*up to 3,500 characters*) *

14. 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.
15. Workers must not misuse or remove from the farm premises, housing or vehicles any employer-owned or fellow worker property, without authorization. Workers will be discharged if they steal from fellow workers or the employer.
16. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office.
17. Workers are expected to work cooperatively with other workers and may not engage in the harassment of others.
18. Workers may not display immoral or indecent conduct on company property, including housing and vehicles/ equipment .
19. Only workers are allowed on company property and vehicles/equipment. All employees will notify their supervisor of unauthorized persons on company property or vehicles.
20. Workers may not use cell phones for personal calls, texts or emails during working times. Cell phones must be kept secure (buttoned or zippered pocket) to prevent phones from falling into fruit containers or bins. Phone use must be limited to break times and lunch breaks. Employees who need to make long distance emergency calls to family members should immediately notify and make arrangements with their supervisor.
21. All workers are trained in food safety practices and rules. These rules must be followed at all times. Employees must use provided portable toilets/handwashing stations and waste receptacles at all times. No food, bottles or other waste is to be dropped on the ground or on building or vehicle floors.
22. Personal vehicles are permitted only in designated areas of orchards or fields.
23. A worker may be dismissed if he or she accepts a job at Donald DeMarree Fruit Farms, Inc, and does not report for orientation and or the first day of work at the specified date, time and location and fails to notify the employer.
23. Workers who fail to complete the season will not be eligible for rehire the next season.
24. Except as otherwise noted above and below (Housing Rules), employees who violate work rules will be disciplined according to the following schedule:

First offense: oral warning and correction
Second offense: written warning and unpaid leave for balance of day
Third offense: immediate discharge with written fact statement. Employee will be asked to sign written fact statement. •

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Housing Rules:
1. Workers may only occupy housing to which they are assigned. They may only sleep in the area assigned by the employer.
2. Workers living in employer's housing must be considerate of other workers in housing and may not entertain guests in housing premises overnight. All workers in housing must recognize the right of co-workers' right to a quiet environment for rest and sleep after 10:30 pm work nights and 12 midnight on Saturday .
3. ALL workers assigned housing, shall cooperate in maintaining cleanliness of common kitchen, living, bath, bedrooms and grounds surrounding the housing to meet NYS Department of Health cleanliness inspections. Food cannot be left on countertops nor the stove or stored in the oven, but must be refrigerated or stored in a sealed container to discourage rodents and prevent food contamination.
4. Promptly report any housing problems (leaking; faucets, toilets or shower heads, lights, electrical outlets or heat not working properly, or equipment such as washer, dryer, stoves, refrigerators, televisions, telephone or microwave ovens not functioning properly) when first observed.
4. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced or altered in any way. Workers who wish copies may request them from their supervisor.
5. All housing must be locked each morning before leaving for work. Lights, televisions and unnecessary heat should be turned OFF and doors and windows CLOSED when leaving the room or building.
6. Workers must leave mattresses in the bed frame. Mattresses are NOT to be placed on the floor.
7. Workers must not disable or tamper with smoke detectors. Violation is cause for immediate termination.
8. All cooking must take place on provided stove tops, ovens or microwave ovens. Workers must remain present when operating stove tops, ovens or microwave ovens. These appliances must be turned OFF if unattended.
9. Workers may not drop paper, cans bottles or other trash in fields, work areas or on housing premises. Trash and waste receptacles must be used and the lids fully secured after every use.
10. NO SMOKING, pets or other animals are permitted in farm housing, buildings, vehicles or surrounding areas.

p. Job Offer Information 16

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	

3. Details of Material Term or Condition (*up to 3,500 characters*) *