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 * Farmworker and Harvest Laborers

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	30	15	3. Begin Date * 5/25/2022	4. End Date * 11/1/2022

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 *

36	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday

7. Hourly work schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 12 : 00 ☐ 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 §
$ 15 . 54	☑ 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.)
Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law.

H-2A Case Number: H-300-22081-996952 Case Status: Full Certification Determination Date: 04/28/2022 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. *	0	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 60 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 *
4323 Wayne Road

2. City *	3. State *	4. Postal Code *	5. County *
Chambersburg	Pennsylvan	17202	Franklin

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *

Hess Orchards Farm Market owns and controls work-site locations:

5465 Stamey Hill Rd Waynesboro PA 17268

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 *
4257 Wayne Rd

2. City *	3. State *	4. Postal Code *	5. County *
Chambersburg	Pennsylvan	17202	Franklin

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Wood Hess Orchard Camp	1	27

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 does not provide meals. Employer-provided housing includes free and convenient cooking and kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Dining, kitchen/cooking facilities and other common areas shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register or as otherwise approved by the U.S. Department of Labor.

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.)

Employer will provide, without charge to workers incidental, transportation between worksites. For workers residing in employer provided housing, employer will also provide daily transportation to and from the worksite. All transportation shall be in accordance with applicable local, state, and federal laws and regulations. Transportation will comply with all safety, licensure, and insurance requirements.

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.)

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment.

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	$ 14 . 00	per day *
	b. no more than	$ 59 . 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.)

Employer will interview individuals referred through the local holding office (see below). The referring SWA is responsible for informing applicants of all terms and conditions of employment. After coordinating the referral with the order holding office, the referring SWA should contact the employer directly to provide notice of the referral. When possible and if necessary, the SWA should furnish translator services.

Employer will communicate the hiring decision directly to the applicant at the phone number, address, or email address applicant provides. Employer advises all applicants to maintain communication with the referring SWA office:
Order Holding Office: PA Career Link https://www.pacareerlink.pa.gov/
600 Norland Avenue
Chambersburg, PA 17201
717-709-4929
In accordance with 20 CFR 653.501(c)(3)(i), employer guarantees to offer U.S. applicants and referrals the number of hours of work specified above for the week beginning with the H-2A contract start date indicated. Hired applicants must contact the SWA or order holding office to verify the start date of need no earlier than nine (9) working days, and no later than five (5) working days, prior to the start date of need specified in the job order. Failure to contact such office in accordance with this requirement shall disqualify the applicant from this assurance.

To be eligible for employment, applicants must:
1. Be able, willing, and available to perform the specified job duties for the duration of the contract period.
2. Have been apprised of all material terms and conditions of employment;
3. Agree to abide by all material terms and conditions of employment;
4. Be legally authorized to work in the United States; AND
5. Satisfy all minimum job requirements

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (717) 264-1749	N/A

4. Website address (URL) to Apply *
https://www.pacareerlink.pa.gov/

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 §
Hess	Myron	R
4. Title *		
Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		3/31/2022

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.

A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Peach Harvesting	$ 15 . 54	Hour	
	Pepper Harvesting	$ 15 . 54	Hour	
	Cucumber Harvesting	$ 15 . 54	Hour	
	Squash Harvesting	$ 15 . 54	Hour	
	Melon Harvest	$ 15 . 54	Hour	
	Pumpkin Harvesting	$ 15 . 54	Hour	
	Apple Harvest	$ 15 . 54	Hour	
	Pear Harvest	$ 15 . 54	Hour	
	Sweet Corn	$ 15 . 54	Hour	
	General Farm Work	$ 15 . 54	Hour	

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 §
Hess Orchards Farm Market	6775 Sheller Rd Chambersburg, Pennsylvania 17202 FRANKLIN		5/25/2022	11/1/2022	15
Hess Orchards Farm Market	4270 Oak Hill RD Waynesboro, Pennsylvania 17268 FRANKLIN		5/25/2022	11/1/2022	15
Hess Orchards Farm Market	3966 Clay Hill Rd Waynesboro, Pennsylvania 17268 FRANKLIN		5/25/2022	11/1/2022	15
Hess Orchards Farm Market	4947 Swope Rd Chambersburg, Pennsylvania 17202 FRANKLIN		5/25/2022	11/1/2022	15

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: H-300-22081-996952 Case Status: Full Certification Determination Date: 04/28/2022 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*) *

Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time. Following supervisors instruction, workers will harvest, load, grade, and pack various types of vegetables. The worker will require use of hand tools such as shears and knives. This work can require standing, walking, stooping, bending and lifting up to 60 pounds for long periods of time outdoors in all weather conditions. It also includes making important decisions based on size, coloring and ripeness according to prescribed standards. This work requires adherence to important food safety and quality standard operating procedures and the ability to work quickly and consistently alongside fellow workers with a positive, professional, team-based attitude and a consideration for the safety and health of fellow workers and of the consumers who will purchase and consume the fresh produce grown, harvested, packed, and shipped from the farm. Peach Harvesting: Following the supervisors instructions, the worker will prune and thin peach trees when necessary to ensure proper growth of fruit. When ripe, workers will remove fruit from the trees and place in a plastic container suspended by a harness worn by the worker. When full, worker will carry container to designated area, unhook full container, receive empty container and repeat the process. Pepper Harvesting: As instructed, worker will move down assigned row and pick proper size, shape and color of pepper, place into bucket. When full, take to designated area. Cucumber Harvest: As instructed, worker will move down assigned row grasping, twisting then removing cucumber from plant by snapping stem. Place cucumber into bucket, exercising care to avoid damage to vines and cucumber. Dump full buckets onto the conveyor as instructed. Squash Harvest: As instructed, worker will move down assigned row and pick proper size, shape and color of squash, place into bucket. When full, take to designated area. Melon Harvest: As instructed each worker will move down assigned row picking melons that have proper color and size, place on conveyor, then taken to harvest wagons. Pumpkins: Using a harvesting knife, cut and gather pumpkins and place in the bin. Apple Harvest: Quality is essential to the apple harvest. Many different varities of apples will be picked according to established company procedures based on the end use (spot picking for fresh, small percentage of culls for processing.) To ensure quality, workers must be able to differentiate between colors accurately in order to perform color-specific picking. Workers must be able to carry up to 60 pounds. Pear Harvest: Following the supervisors instructions, the worker will prune and thin pear trees when necessary to ensure proper growth of fruit. When ripe, workers will remove fruit from the trees and place in a plastic container suspended by a harness worn by the worker. When full, worker will carry container to designated area, unhook full container, receive empty container and repeat the process Sweet Corn Hand Harvesting Hand picking corn, bundling harvest bags, loading dryer boxes, hailing bundles of harvested material from the fields, removal of tassel bags, or other used supplies from the fields, removal of tassel bags, shoots bags, or used supplies from the field. Sorting harvest bundles for shipping to shelling hubs. Laying out harvested material in tubs for selection. General Farm Work: Tasks the worker must be able to perform include: field cleanup including pulling weeds, gathering plastic, picking up trash, and pulling and palletizing stakes. The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the workers refusal or negligent failure to return the tools or due to such workers willful damage or destruction of the tools.

b. Job Offer Information 2

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*) *

Workers with a clean driving record (no major moving violations such as but not limited to Driving While Intoxicated or Reckless Driving) and able to obtain an insurable driver's license may be required to drive company vehicles.

Persons seeking employment in this position must be available for the entire period requested by the employer. Employer reserves the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but is unwilling to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason.

The employer may discipline the worker, including brief suspension of work activities/employment for a set period determined by the supervisor or termination of employment.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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

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

Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing responsible for own daily transportation.

d. Job Offer Information 4

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

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

Employer may terminate a worker for lawful job-related reasons and notify the Job Service local office if the worker: (l) abandons employment (five consecutive workdays of unexcused absence); (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits serious act(s) of misconduct, (4) fails, after completing the allowable training/ trial period (if either is applicable), to perform in a competent and skillful manner that enables the employer to produce and sell a premium quality product; and/or (5) provides other lawful job-related reasons for termination, including termination of a non-US worker because a US worker becomes available for the job under the DOL 50% rule.

Workers must notify and secure permission from the employer for all absences. Workers who quit or are terminated for cause prior to the H-2A contract end date may not be eligible for rehire.

Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.

Employer will notify all foreign H-2A beneficiaries of their responsibility to return to their country of origin, or to subsequent employment-authorized work, upon separation of employment or completion of the H-2A contract period.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

Workers must obtain employer's permission to make personal long distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker will promptly confirm such authorization in writing. If worker does not authorize such a deduction in writing, worker must repay the employer for such telephone use upon demand. Workers who fail to pay the cost of telephone use within a reasonable time may be subject to discipline.

Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.

In accordance with 8 CFR 2 J4.2(h)(5)(xi)(A) and 20 CFR 655. I 35(j}--(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.

f. Job Offer Information 6

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

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

Employer may request, but not require, workers to work more than the daily hours specified on the ETA790 and/or on a worker's Sabbath or federal holidays. Workers will have an unpaid lunch break. Worker must report to work at designated time and place each day. Work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers in advance of any change to start time.

All hours worked will be engaged in production of aforementioned crops, with work activities divided among the specific tasks. Given that the demands of agricultural production are unpredictable and wholly dependent on external factors such as weather, sunlight, temperature, and market demands, it is impossible to predict with any degree of accuracy the percentage of time dedicated to each individual task or crop activity. The allocation of tasks and/or crop activities each workday may vary.

Agricultural work is exempt from federal overtime requirements pursuant to 29 USC 213(a)(6). Overtime pay is only applicable if required by state law or as otherwise specified in this section.

In the event that the applicable H-2A wage rate decreases for any reason during the employer's positive recruitment or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower wage rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed-upon collective bargaining wage, and the federal and state minimum wages in effect at the time work subject to the provisions of this job order is performed.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - B. 10 HOUSING

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

Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Workers residing in employer-provided housing are responsible for maintaining living quarters and common areas in a neat and clean manner. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.

h. Job Offer Information 8

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

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

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

Esta vivienda es una vivienda temporal temporaria provista para trabajadores agrícolas migratorios empleados por el empleador que no pueden viajar diariamente desde su lugar de residencia habitual. La vivienda provista es vivienda grupal. Todos los residentes deben tener en cuenta los derechos de otros residentes para disfrutar tranquilamente de la vivienda proporcionada por el empleador. Para la protección del empleador y de la propiedad del empleador, y para garantizar la comodidad de todos los residentes, se aplicarán las siguientes reglas de vivienda. Los infractores de las normas de vivienda estarán sujetos a medidas disciplinarias, que pueden incluir la terminación del empleo y / o la eliminación de la vivienda.

1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor. Las asignaciones de vivienda serán hechas exclusivamente por el empleador. Los trabajadores pueden ocupar solo la vivienda a la que están asignados. Los trabajadores solo pueden dormir en habitaciones, áreas o unidades según lo asignado por el empleador o el supervisor designado.

2. Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants. Los trabajadores asignados a las literas no pueden separar las literas, ya que todos los ocupantes necesitan espacio abierto en los dormitorios.

3. No person not assigned to the housing unit by the employer may occupy a bed or stay overnight in the housing unit. Ninguna persona no asignada a la unidad de vivienda por el empleador puede ocupar una cama o pasar la noche en la unidad de vivienda.

4. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and in good repair, in compliance with applicable US government OSHA regulations. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Los ocupantes deben cooperar con el empleador y otros trabajadores para mantener la unidad de vivienda en condiciones limpias y en buen estado, de conformidad con las reglamentaciones OSHA aplicables del gobierno de EE. UU. Se requerirá que los trabajadores mantengan el área exterior que rodea el campamento limpia y libre de escombros.

5. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor. Los trabajadores deberán reportar cualquier problema con la vivienda o cualquier problema potencial con el cumplimiento inmediatamente después del descubrimiento al empleador o al supervisor designado.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

6. Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition. Las instalaciones de cocina y otras áreas comunes son para el uso de todos los residentes de la unidad de vivienda. Por favor, sea considerado con sus compañeros de trabajo. Cada persona que use las instalaciones de la cocina debe limpiarlas inmediatamente después de cada uso. Todos los ocupantes deben cooperar y compartir la responsabilidad de mantener todas las áreas comunes limpias y de mantenerlas en buenas condiciones.

7. No cooking is permitted in sleeping rooms or any other non-kitchen areas. No se permite cocinar en dormitorios o en otras áreas que no sean de cocina.

8. Occupants are forbidden from removing batteries from smoke detectors for any reason. VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION. Los ocupantes tienen prohibido quitar las baterías de los detectores de humo por cualquier razón. LA VIOLACIÓN SERÁ CAUSA DE TERMINACIÓN INMEDIATA.

9. Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids MUST remain on these receptacles at all times as required by law. Los ocupantes no deben arrojar papel, latas, botellas u otra basura en las unidades de vivienda o en el área circundante. Se deben usar receptáculos de basura y desechos. Las tapas DEBEN permanecer en estos receptáculos en todo momento según lo exige la ley.

10. Workers living in employer's housing may not entertain guests in or on housing premises after 10:00 p.m. Sunday through Friday, nor after 12 midnight on Saturday. Los trabajadores que viven en la vivienda del empleador no pueden entretener a los huéspedes dentro o fuera de las viviendas después de las 10:00 p.m. De domingo a viernes, ni después de las 12 de la noche del sábado.

11. Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. Sunday through Friday, nor after 11:00 p.m. on Saturday. Los ocupantes no pueden interrumpir el período de descanso / sueño de otros trabajadores por ruido excesivo o conmoción. Los trabajadores no deben tocar música fuerte después de las 9:00 p.m. De domingo a viernes, ni después de las 11:00 p.m. en sábado.

12. Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing. No se tolerarán las peleas, los juegos de caballos, los forcejeos, el arrojar cosas, la embriaguez, el comportamiento sonoro o alborotador, ni amenazar u hostigar a otros ocupantes, y pueden ser causa de despido y expulsión de la vivienda.

13. Any worker who verbally or physically threatens another person with any tool or weapon WILL BE SUBJECT TO IMMEDIATE DISCHARGE. Cualquier trabajador que amenaza física o verbalmente a otra persona con cualquier herramienta o arma ESTARÁ SUJETO A UNA DESCARGA INMEDIATA.

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - House Rules-3

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

13. Any worker who verbally or physically threatens another person with any tool or weapon WILL BE SUBJECT TO IMMEDIATE DISCHARGE. Cualquier trabajador que amenaza física o verbalmente a otra persona con cualquier herramienta o arma ESTARA SUJETO A UNA DESCARGA INMEDIATA.

14. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time. Ninguna arma de fuego o cualquier otra arma puede ser traída a las instalaciones de la vivienda por cualquier persona que no sean oficiales de la ley en cualquier momento.

15. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer. Los ocupantes no pueden publicar ni eliminar avisos, carteles, carteles, tableros de anuncios u otros documentos de la vivienda proporcionada por el empleador sin la autorización específica del empleador.

16. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer or the property belonging to other employees. Los ocupantes no pueden abusar ni destruir intencionalmente ninguna propiedad en la vivienda que el empleador o la propiedad de otros empleados les proporcione o les proporcione.

17. Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE. Los ocupantes no pueden sacar camas, refrigeradores, estufas, mesas, sillas, etc., ni ningún otro equipo de las instalaciones de la vivienda sin la autorización específica del empleador. LOS VIOLADORES ESTARÁN SUJETOS A LA DESCARGA INMEDIATA.

18. Occupants must not deface, damage or destroy the housing or contents. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair of replacement costs of the damaged or lost property may be deducted from the worker's wages. Los ocupantes no deben desfigurar, dañar o destruir la carcasa o el contenido. Si un trabajador proporcionó alojamiento por parte del empleador y es responsable del daño o la pérdida de la vivienda o mobiliario que no sea el causado por el desgaste normal, la reparación razonable de los costos de reemplazo de la propiedad dañada o perdida puede deducirse del salario del trabajador .

19. WORKERS WILL BE DISCHARGED for stealing from the employer or from other workers. LOS TRABAJADORES SERÁN DESCARGADOS por robar del empleador o de otros trabajadores.

20. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing. El uso o posesión de drogas ilegales será causa de terminación inmediata y retiro de la vivienda.

21. Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer. Los trabajadores deben abandonar la vivienda y quitar sus pertenencias inmediatamente después de la terminación del empleo con el empleador.

22. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law. Los trabajadores no adoptarán ningún tipo de comportamiento a sabiendas o delibe

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 - Work Rules-1

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

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 violation.
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.
Aunque no pretende ser una lista completa, estas reglas de trabajo están destinadas a proporcionar orientación a los trabajadores sobre los estándares de conducta que se esperan de ellos.
Se proporciona aviso de que la violación de los requisitos legales del empleador relacionados con el trabajo, incluidas estas normas de trabajo, se considerará motivo para la terminación inmediata del empleo de un trabajador. Las penas tales como la suspensión de la oportunidad de trabajo por el resto de un día a tres días se pueden hacer en el caso de una violación menos grave.
Se espera que los trabajadores cumplan con todas las reglas relacionadas con la disciplina, la asistencia, la calidad y el esfuerzo del trabajo, y el cuidado y mantenimiento de todos los bienes que les proporciona el empleador.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgement of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense. Los trabajadores que realizan trabajos descuidados pueden ser suspendidos sin pago por el resto de un día laboral o por hasta tres días a juicio exclusivo de su supervisor, dependiendo del grado de infracción, el historial anterior del trabajador y otros factores relevantes. La descarga del trabajador puede ser el resultado de cualquier ofensa posterior.

2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. No se permite el uso o la posesión de cerveza, licor o drogas ilegales durante el horario de trabajo o durante cualquier día de trabajo antes de que el trabajo se complete durante el día (como durante las comidas); los trabajadores no pueden presentarse a trabajar bajo la influencia de cerveza, licor o drogas ilegales. Los empleados pueden ser despedidos por uso excesivo de alcohol, alcohol y / o conducta desordenada en la vivienda después de horas. Las drogas ilegales no se pueden usar, vender, fabricar o guardar en ningún lugar del empleador, incluida la vivienda.

l. Job Offer Information 12

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

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

3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7 am. Five consecutive workdays of unexcused absence will constitute abandonment of employment and worker will be terminated. Ausencias excesivas no serán permitidas. Este es un trabajo diario y regular para el cual se espera que los empleados estén presentes, capaces y dispuestos a realizar cada día laboral programado. Esto no es esporádico o es un "trabajo diurno". La tardanza excesiva o repetida no es aceptable. Cualquier ausencia del trabajo debe ser reportada antes de las 7 am. Cinco días consecutivos de ausencia injustificada constituirán abandono del empleo y el trabajador será despedido.

4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted. Los trabajadores deberán mantener limpias y en buen estado las viviendas provistas a ellos, con un desgaste razonable. Los trabajadores deben cooperar en el mantenimiento de las áreas comunes de la cocina y la vivienda. No se permiten mascotas de ningún tipo.

5. 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 ask their supervisor. Todos los carteles requeridos por la ley federal y estatal se publicarán en cada campamento. No deben ser eliminados, desfigurados o alterados de ninguna manera. Los trabajadores que deseen copias pueden preguntarle a su supervisor.

6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on. Todas las viviendas deben cerrarse con llave cada mañana antes de irse al trabajo. Las luces y el calor innecesario deben apagarse; las puertas y ventanas se cierran en caso de lluvia y cuando se enciende el calor.

7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants. Los trabajadores que viven en viviendas del empleador asignadas a literas no pueden separar literas, ya que todos los ocupantes necesitan espacio en el piso de las habitaciones.

8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment. Los trabajadores que viven en la vivienda del empleador no pueden cocinar en dormitorios o en otras áreas que no sean de cocina. El empleador proporciona instalaciones y equipo para cocinar.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules-3

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

9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used. Los trabajadores no pueden tirar papel, latas, botellas y otros desperdicios en los campos, áreas de trabajo o en las viviendas. Se deben usar receptáculos de basura y desechos.

10. Workers may not take unauthorized breaks from work. Los trabajadores no pueden tomar descansos no autorizados del trabajo.

11. Workers may not leave the field or other assigned work area without permission of employer or person in charge. Los trabajadores no pueden abandonar el campo u otra área de trabajo asignada sin permiso del empleador o la persona a cargo.

12. Workers may not enter employer's premises without authorization. Los trabajadores no pueden ingresar a las instalaciones del empleador sin autorización.

13. Workers may not begin work prior to scheduled starting time or continue working after stopping time. Los trabajadores no pueden comenzar a trabajar antes de la hora programada de inicio o continuar trabajando después de la hora de finalización.

14. Workers living in employer's housing may not entertain guests in housing premises after 10:30 pm except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room. Los trabajadores que viven en la vivienda del empleador no pueden entretener a los huéspedes en las instalaciones de la vivienda después de las 10:30 p. M., Excepto los sábados por la noche en que las horas de la noche de la noche terminan a las 12:00 de la medianoche. Ninguna persona, aparte de los trabajadores asignados por el empleador a una habitación, puede dormir en cualquier habitación.

15. Workers may not deliberately restrict production, damage plants or bruise fruit. Los trabajadores no pueden restringir deliberadamente la producción, dañar las plantas o magullar la fruta

16. Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge. Cualquier trabajador que físicamente amenace a otro trabajador, el empleador o cualquier supervisor con cualquier herramienta o arma estará sujeto a la descarga inmediata.

17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge. Cualquier trabajador que se encuentre llevando, usando o poseyendo cualquier arma peligrosa o mortal estará sujeto a la descarga inmediata.

18. Workers will be discharged for fighting on the employer's premises, at any time. Los trabajadores serán despedidos por pelear en las instalaciones del empleador, en cualquier momento.

19. Workers will be discharged if they steal from fellow workers or the employer. Los trabajadores serán despedidos si roban a sus compañeros de trabajo o al empleador.

20. Workers will not falsify identifications, personnel, medical, production or other work-related records. Los trabajadores no falsificarán identificaciones, personal, médicos, producción u otros registros relacionados con el trabajo.

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1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules-4

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

21. 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. Los trabajadores no pueden abusar ni destruir deliberadamente ninguna maquinaria, camión u otro vehículo, equipo, herramientas u otra propiedad que pertenezca al empleador u otros empleados.

22. 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. Los trabajadores no pueden usar u operar camiones u otros vehículos, máquinas, herramientas u otros equipos y bienes a los que el trabajador no haya sido asignado específicamente por su supervisor. Los trabajadores no pueden usar u operar camiones u otros vehículos, herramientas u otro equipo o propiedad para su uso personal a menos que esté expresamente autorizado por el empleador.

23. Workers must not misuse or remove from farm premises without authorization any employer-owned property. Los trabajadores no deben usar indebidamente ni sacar de las instalaciones de la granja sin autorización ninguna propiedad del empleador.

24. 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. Los trabajadores deben obedecer todas las normas de seguridad y prácticas de seguridad comunes y deben informar cualquier lesión o accidente con prontitud a su supervisor o la oficina del empleador.

25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal. Los trabajadores deben seguir las instrucciones del supervisor. La insubordinación es causa de despido.

26. Long distance telephone calls are prohibited without prior permission of employer and costs of such calls, if made by worker without employer's permission, will be charged to workers. Las llamadas telefónicas de larga distancia están prohibidas sin permiso previo del empleador y los costos de tales llamadas, si son realizadas por un trabajador sin el permiso del empleador, serán cargadas a los trabajadores.

27. Except as otherwise noted above, 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.

Salvo que se indique lo contrario, los empleados que violen las reglas del trabajo serán disciplinados de acuerdo con el siguiente cronograma:
Primera ofensa: advertencia oral y corrección
Segunda ofensa: advertencia por escrito y licencia sin sueldo para mantener el equilibrio del día.
Tercera ofensa: alta inmediata con declaración escrita de hechos. Se le pedirá al empleado que firme una declaración de hechos escrita.