



U.S. Department Labor  
Employment and Training Administration

RECEIVED  
Georgia Dept of Labor

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

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

1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):

EMILIA ALVAREZ  
233 N LANIER ST  
LYONS, GA 30436

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:

b) Telephone Number / Número de Teléfono:

(912) 805-4641

c) Fax Number / Número de Fax:

N/A

d) E-mail Address / Dirección de Correo Electrónico:

N/A

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

B&W BURCH FARMS  
1556 STANFIELD RD  
SCREVEN, GA 31560

COGDELL BLUEBERRY FARM  
9625 COGDELL HIGHWAY  
HOMERVILLE, GA 31636

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

MIAMI MOTEL  
424 N MAIN ST  
PEARSON, GA 31642

ROYAL INN  
240 S CHURCH ST  
HOMERVILLE, GA 31634

a) Description of Housing / Descripción de la vivienda:

MIAMI MOTEL - 7 APARTMENTS WITH KITCHEN FACILITIES AVAILABLE

ROYAL INN- 23 ROOMS , 4 PER ROOM, EACH WILL HAVE HIS/HER OWN BED SPACE, NO MODIFICATIONS

Nos. 4 through 8 for STATE USE ONLY  
Números 4 a 8 para USO ESTATAL

4. SOC (O\*NET/OES) Occupational Code / Código Industrial:

45-2092.02

a. SOC (ONE/OES) Occupational Title / Título Ocupacional  
Farmworkers & Laborers

5. Job Order No. / Num. de Orden de Empleo:

952673977

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):

Agriculture Services  
404-232-3500

a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa).

148 A. Y. Int'l Blvd. # 450  
Atlanta, GA 30303

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:

1-4-17

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:

5-13-17

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:

From / Desde: 03/01/2017 To / Hasta: 07/25/2017

10. Number of Workers Requested / Número de Trabajadores Solicitados:

320

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 35

Sunday / Domingo	0	Thursday / Jueves	6
Monday / Lunes	6	Friday / Viernes	6
Tuesday / Martes	6	Saturday / Sábado	5
Wednesday / Miércoles	6		

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas por las diferentes actividades de la temporada:

7 AM - 2 PM

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:

Employer / Empleador:

Yes / Si ☐ No ☒

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

Employer will provide free housing and convenient cooking kitchen facilities to workers living in the employer provided housing which will enable workers to prepare their own meals. Employer will also provide free transportation for the workers to and from laundry facility and food store once per week. Housing will meet, local, state and federal requirements. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment.

The workers that are to be housed in Royal Inn I, Emilia Alvarez, will provide them with three meals a day, at no cost to the workers

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

All referrals are to be directed to Luis Alvarez at ( 912 ) 805.4641 . Collect calls will NOT be accepted.

Walk-in applications will be accepted for interview, office hours are Monday - Friday from 10:00am - 12:00pm and 1:00pm - 2:30pm. Because of prior problems with invalid social security numbers: all applicants should be advised that, after being hired, all workers social security will be verified by the social security administration.

All local and intrastate applicants may apply direct to employer. All interstate applicants are encouraged but not required to first contact the Job Order holding office prior to contacting the employer for any updated information regarding the job prior referral. For referrals from beyond normal commuting distance, an application may be sent to employer or a telephone interview may be requested.

The employer will contact applicants who have applied by phone to conduct an interview. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job offer and should be available to work in any one of the listed activities at the discretion of the employer and workers must have transportation to the job site.

Referred and walk-in applicants should bring with them original documentation of identity and employment eligibility documents (original documents only), sufficient to complete the I-9 Form. All workers from within normal commuting distance recruited against this job order will not be provided housing and transportation.

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

DUTIES INCLUDE: HARVEST/PICK, PACKAGE, LOAD AND UNLOAD (BY MACHINE OR HAND) BLUEBERRIES AND PICK/FIELD PACK BLACKBERRIES. UNLOAD EMPTY FIELD BINS AND PLACE THEM STRATEGICALLY IN THE FIELD FOR HARVEST ACTIVITIES, EMPTY BUCKETS OR BAGS OF ONIONS INTO BINS AND OPERATE. OTHER DUTIES MAY INCLUDE FIELD AND CAMP SANITATION, MAINTENANCE, LOADING AND UNLOADING. THIS WILL BE DONE UNDER EXTREME WEATHER CONDITIONS. HEAVY BENDING, STOOPING, AND LIFTING WILL BE INVOLVED ON A DAILY BASIS

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 2

2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☒ Employer Will Train / Empleador entrenará o adiestrará
- ☒ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 52 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos

- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☐ Drug Screen / Detección de Drogas
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stopping / Inclínándose o agachándose con frecuencia
- ☒ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Si	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
HARVEST ONION	\$10.62	\$0.45 / BUCKET	NONE	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
HARVEST BLUEBERRY	\$10.62	\$0.50/ POUND \$0.45 / POUND WHEN MACHINE IS USED	NONE	Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HARVEST BLACKBERRY	\$10.62	\$3 / 6 OZ CLAM SHELL \$3.50 / 12 OZ CLAM SHELL \$4 / 18 OZ CLAM SHELL	NONE	State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly/ Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

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

EARNING RECORDS WILL BE MAINTAINED WITH ACCORDANCE 655-122 (J) THOUGH (M). THE EMPLOYER WILL FURNISH EACH WORKER AN EARNING STATEMENT ON OR BEFORE EACH PAY PERIOD MEETING THE REQUIREMENT AT 655.122(K)

Please note that if the worker is paid a piece rate for any of these activities, the worker will be guaranteed the pay rate that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment.

Most of the jobs associated with this employment are paid by the piece rate, however, \$10.70 per hour or a higher prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the worker's total pay for the pay period from piece-rate earnings and hourly wages divided by his total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to guaranteed minimum hourly rate. Employees working under the piece rate system will be required to average not less than the state and federal minimum wage at the end of the first work week.

19. Transportation Arrangements / Arreglos de Transportación

For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for cost incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The daily subsistence while in travel will be no less than \$12.09 per day without receipts and up to \$51.00 per day with receipts as a maximum amount to be reimbursed. If worker completes the work contract period, the employer will 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, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not

agreed in that 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 will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer worksite, the employer is not required to provide or pay for such expenses.

For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's worksite and return without cost to the worker.

US Domestic workers not living employer supplied housing will be assigned to a crew that travels through the workers living quarters daily and/or will be provided a free parking space at the company provided housing facility closest to their home and will be provided free transportation from the employer's housing to the employer's worksite and return without cost to the worker.

The employer assures that all employers provided transportation meets all applicable local, state and federal requirements.

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

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

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☐ No ☒

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

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

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

NONE / NINGUNO

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

NONE / NINGUNO

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

Yes/Sí ☒ No ☐

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

**EMILIA ALVAREZ**

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

  
Employer's Signature / Firma y Título del Empleador

**12/22/2016**

Date / Fecha

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

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

#### **PUBLIC BURDEN STATEMENT**

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

#### **DECLARACION DE CARGA PÚBLICA**

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



**20 CFR 653.501**  
**Assurances**

**INTRASTATE AND INTERSTATE CLEARANCE ORDER**

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 11 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

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

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

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

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

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

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

Employer's Name EMILIA ALVAREZ Date: 12/22/2016

Employer's Signature 

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

## **Form ETA 790 Attachments**

The employer assures that the terms and conditions of this order shall be no less favorable to the worker than those contained in any existing labor contract or agreement by me, or my agent, for the same type of work.

A copy of the work agreement or Job Clearance Order, including all attachments, will be provided to each worker by the employer no later than on the day the work commences.

The workers will be covered by Workers Compensation Insurance or equivalent employer provided insurance at no cost to the worker for injuries arising out of and during employment. Proof of the Employer's insurance coverage will be provided to the Certifying Officer from the National Processing Center before certification is granted.

Any crew leader (farm labor contractor) and his/her agent(s) employed under this job order must have a valid State and Federal Farm Labor Certificate of Registration and must abide by all the requirements of the Migrant and Seasonal Agricultural Worker Protection Act (MSPA). The employer understands that they are responsible for assuring that all conditions of this agreement are met regardless of any acts or omissions of the crew leader and will negotiate all crew leader fees directly with the crew leader.

All workers hired under this job order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States.

Workers must be able to demonstrate that they are physically able to perform the work specified in this Job Order.

### **WAGE RATE, SPECIAL PAY INFORMATION AND DEDUCTIONS:**

#### **HOURLY WAGE RATE:**

An hourly rate of not less than the Adverse Effect Wage Rate (AEWR), the prevailing wage rate, State minimum, Federal minimum, agreed – upon collective bargaining wage or the employer's hourly rate, whichever is highest, will be the minimum rate of pay for all employees. The employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

#### **PIECE WAGE RATE:**

If a Piece Rate is offered on the Job order, the work performed at the piece rate will be guaranteed to the workers for the stated period of employment unless crop activity will not realize the workers an hourly equivalent of at least the current AEWR. If it does not, the worker will be paid the AEWR, the Prevailing Wage Rate, or the employer's hourly rate, whichever is highest. If the employer requires one or more minimum productivity standards as a condition of work retention, such standards must be specified in the job offer and be no more than those required by the employer in 1977, unless the OFLC Administrator approves a higher minimum wage. It will pay a wage that is the highest of the AEWR, the prevailing hour wage the agreed – upon collective bargaining wage, or the Federal or state minimum.

The employer guarantees to offer employment for a minimum of  $\frac{1}{4}$  of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first workday after the worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extension thereof. In Act of God terminations, the  $\frac{1}{4}$  guarantee period ends on the date of termination.

Workers who voluntarily abandon their employment or get terminated for cause and the employer provides timely notification to the NPC and DHS, this employee is not eligible for subsequent transportation and subsistence expenses of that worker under this section. Worker is not entitled to  $\frac{1}{4}$  guarantees. Abandonment is deemed to be if worker fails to show up for five consequent days.

The employer will deduct any applicable Federal and State taxes and garnishments as required by law. No deductions will be made which would bring the employee's hourly wage rate below the Federal Minimum Wage. Cash advances and commissary meals, if provided, may be deducted to the extent permissible under the Federal and State net wage requirements providing there is a written authorization signed by the worker. The employer will maintain adequate and accurate payroll records and will furnish to the worker on or before each payday a written statement showing the employer's full name and address, the worker's Social Security number, the total hours of work offered, the total hours



actually worked, total number of units if piece rate, the worker's total earnings and itemized deductions for that pay period. Such statement will comply with all Federal and State regulations. Employer will have records and statements ready for inspection. Records will be available for inspection by the Secretary of a duly authorized and designated representative, and by the worker and representatives designated by the worker.

The employer will provide eligible workers referred through the clearance system work for the week beginning with the anticipated date of need at the specified hourly rate of pay, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the order-holding office. The employer will pay workers recruited through this clearance order the rate specified in the clearance order for the first week starting with original date of need. If a worker referred through the interstate clearance system fails to notify the order holding office of continued interest in the job at least 5 days before the date of need, the worker will be disqualified from the above-mentioned assurance.

The employer may terminate the worker's employment at any time, with notification to the local office, if the worker:

1. Refuses, without just cause, to perform the duties for which the worker was recruited and hired; or
2. Commits a serious act of misconduct or breach of discipline; or
3. Abandons the job which is defined as being absent for more than 5 consecutive working days, without prior notification to the employer.

When the worker is terminated under any of these provisions, or if the worker voluntarily terminates his employment, the employer shall not be responsible for the three-fourths wage guarantee.

The training period for all crop activities is 2 days starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues. During the training period, the worker must make an honest effort to demonstrate proper harvest methods.

The employer will furnish the workers without cost, all tools, supplies, or equipment required in the performance of their work. Common work clothes are the responsibility of the worker.

#### Transportation

The employer will, at no cost to the worker, provide transportation between the employers provided housing and the actual work site.

The employer will reimburse the worker for the cost of transportation and subsistence expenses from the place of recruitment to the place of work, if such costs were borne by the worker, after the date the Worker has completed 50% of the work contract period. Subsistence will be in accordance with current rates published in the Federal Register (currently no less than \$12.09 per day without receipts and up to \$51.00 per week with receipts as the maximum amount to be reimbursed).

The employer will not be responsible for providing the cost of return transportation and subsistence from the place of employment to the place of recruitment if the worker voluntarily abandons the job or is terminated for just cause.

Upon completion of the work contract, or termination for medical reasons, or as the result of an Act of God, the employer will be bound by the three-fourths guarantee from the first workday after arrival to the date of termination and pay reasonable costs of return transportation and subsistence to the place of recruitment. When the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs this employer only pays for transportation to the next job. The amount of transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

The employer agrees to abide by the regulations at 20 CFR 655.135 Assurances and 20 CFR 653.501. The working conditions will comply with applicable federal and state minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment related laws. The employer is an Equal Opportunity employer and will offer US workers at least the same opportunities, wages, benefits, and working conditions, as those which the employer offers or intends to offer to non-migrant workers

## Clearance Order Assurances

By filing and interstate clearance order, the employer agrees to abide by the interstate clearance order regulations and makes the following assurances:

1. The employer will provide workers referred through the employers Clearance Order with a full week of employment for the week beginning with the date of Need stated in Item #9 of the Clearance Order, unless the employer amends such Date of need at least 10 working days prior, by so notifying the appropriate ES Office. The employer will pay workers recruited through this clearance Order the rate specified in the Clearance Order for the first weeks starting with original date of need. The employer retains this option, however, of requiring the worker to perform the alternative Specified in the Clearance of order, if the guarantee in this section is invoked.
2. If the period of employment is extended beyond that specified in the Clearance Order, the employer will not be relieved from paying the wage already earned, and from providing transportation or paying transportation expenses as provided in the Clearance Order regulations.
3. The working conditions of this job offer comply with applicable Federal and State minimum wage, child labor, social security, health and safety, migrant and seasonal farm worker and other employment related laws.
4. The employer will expeditiously notify the appropriate ES office by telephone upon learning that his/her crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment being offered by the employer.
5. The employer, if acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employer (FLCE) on the order, has a valid FLC certificate or FLCB identification card.
6. The employer will provide housing which meets Federal standards and is sufficient to house the number of workers requested through the Clearance System. The housing will be provided at no cost to the workers who are referred on this order, and when applicable, family members, as provided in Item #3 of the Clearance Order, who are unable to return to their residence on the same day.
7. Employment service staff (including outreach workers) shall have reasonable access to workers in the conduct of outreach activities.
8. This job order describes the actual terms and conditions of the employment being offered by the employer and contains all the material terms and conditions of the job.
9. In accordance with Departmental regulations 20 CFR sec. 655.122(o). "If before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (l) (1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employers expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. **Daily subsistence must be computed as set forth in 20CFR 655.122(h) (1) which is \$12.09 per day \$51.00 is the maximum amount for travel reimbursement for meals.** The amount of the transportation payment must be **NO less** (and is not required to be more) than most economical and reasonable common carrier transportation charges for the distances involved."
10.  $\frac{3}{4}$  work guarantee: The employer will guarantee to offer the worker employment for at least three-fourths of the workdays of the total periods during which the work contract and all extensions thereof are in effect, beginning with the first workday after the arrival of the worker at the place of employment and ending on the expiration date specified in the work contract or in its extensions, if any. If the employer offers the worker during the total work contract period less employment than is required under this work guarantee the employer shall pay such worker the amount, which the worker would have earned had the worker in fact, worked for the guaranteed number of days. For purposes of this guarantee, a workday shall mean the number of hours in a workday, excluding the workers Sabbath and Federal Holidays. A worker may be offered more than the specified hours of work on a single workday, including the workers Sabbath and Federal Holidays. For the purposes of meeting the guarantee, however the worker shall not be required to work for more than the number of hours specified in this job order for a workday, or on the workers Sabbath or Federal Holiday. In determining whether the guarantee of employment has been met, any hours which the worker fails to work during a workday when the worker is offered the opportunity to do so by the employer and hours of work performed shall be counted in calculating the employment guarantee.

## Conditional Access

The request for conditional access into the intrastate or interstate clearance system is made on behalf of the undersigned whose housing has not been inspected and found in compliance with applicable regulations for timely compliance with applicable housing standards. Using OSHA 1910.142

If said housing is not ready on the applicable date the workers will be housed in local hotels and motels.

Date: 12/21/2016

By: Emilia Alvarez  
Emilia Alvarez

**Counties of operation:** Clinch, Lanier, and Wayne

## **WORK RULES**

The following rules are intended to provide standards of conduct expected of workers employed under this contract. Violations of these rules or other lawful, job-related employer requirements will be considered grounds for termination. In cases of less serious violations, penalties such as suspension without pay for up to three (3) days will be imposed. Workers are expected to comply with **ALL** rules related to discipline, attendance, work quality/quantity and the care/maintenance of all property.

1. Workers who perform fraudulent/sloppy work, as defined in Section 3-H, Job Specifications, will be suspended without pay for the remainder of the workday or up to three (3) days based on the supervisor's consideration of the degree of infraction, the worker's prior record, and other relevant factors. Subsequent offenses may result in termination/discharge.
2. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used nor kept on the employer's premises.
3. Excessive absences or tardiness will not be permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period.
4. Workers living in employer provided housing that are assigned bunk beds may not separate nor move bunk beds.
5. Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.
6. Workers may not repeated drop paper, cans, bottles or other trash in fields, packinghouses or housing areas. Trash and waste receptacles must be used.
7. With the exception of the worker's assigned housing and/or work area/field, workers may not enter employer's premises without authorization by the person in charge.
8. With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work.
9. Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.
10. Workers may not abuse/extend break periods which may be provided or take unauthorized breaks from work.
11. Workers may not deliberately restrict production.
12. Workers may not engage in horseplay, scuffling, throwing things, wasting time or loitering during work hours. Workers may be discharged for fighting on the employer's premises at any time.
13. Workers may not post nor remove any notices, signs or other instructions from the employer's property.

14. Workers may be discharged if they steal from fellow workers or from the employer.
15. Workers may not falsify personnel, medical, production or other work-related records.
16. Workers may not willfully abuse or destroy any machinery, equipment, tools or other property belonging to the employer or other employees.
17. Workers may not interrupt other workers rest/sleep periods by excessive or unnecessary noise or commotion.
18. Workers may not have guests in employer-provided housing past 10:00 pm, except on Saturday, not past 12:00 midnight. Workers and/or their guests may not engage in indecent, immoral or illegal conduct at any time on the employer's premises.
19. Repeated failure to follow instructions, obey safety requirements, and equipment and vehicle operation instructions may result in termination.
20. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to picking standards, or rough handling of produce may be terminated.
21. Any worker who refuses to attend work for 4 consecutive days without a proper excuse (e.g. illness, death in the family) may be terminated.
22. No firearms or other weapons may be brought onto the employer's premises AT ANY TIME.

**FAILURE TO COMPLY WITH THE ABOVE WORK RULES MAY RESULT IN  
TERMINATION/DISCHARGE. IF YOU DO NOT UNDERSTAND ANY OF THE ABOVE  
RULES, ASK YOUR EMPLOYER FOR AN EXPLANATION.**



## **REGLAS DE TRABAJO**

Las siguientes reglas tienen por objeto proporcionar normas de conducta que se espera de los trabajadores empleados en virtud de este contrato. Violaciones de estas normas u otros requisitos empresariales legales, relacionados con el trabajo serán consideradas como motivo para la terminación. En los casos de menor gravedad infracciones, sanciones como la suspensión sin goce de sueldo durante un máximo de tres (3) serán impuestas días. Se espera que **TODOS** los trabajadores cumplan con todas las reglas relacionadas con la disciplina, la asistencia, la calidad del trabajo / cantidad y el cuidado / mantenimiento de toda la propiedad.

1. Los trabajadores que realizan trabajos fraudulenta / descuidado, tal como se define en la Sección 3 -H, Especificaciones de empleo , serán suspendidos sin goce de sueldo por el resto de la jornada laboral o hasta tres ( 3 ) días en base a la consideración del supervisor del grado de la infracción , la registro anterior del trabajador y otros factores pertinentes . Infracciones subsiguientes pueden resultar en la terminación / descarga.
2. No se permite ningún uso o posesión de alcohol o drogas ilegales durante el tiempo de trabajo o durante cualquier día o antes que el trabajo se ha completado para ese día ( por ejemplo, durante períodos de comida y descanso) . Los trabajadores no pueden presentarse a trabajar bajo la influencia de alcohol o drogas ilegales. Las drogas ilegales no se pueden usar ni mantener en los locales del empleador.
3. No se permitirán ausencias excesivas o tardanzas. La ausencia excesiva es de tres días consecutivos de ausencia injustificada o cinco ausencias injustificadas en un período de 30 días.
4. Los trabajadores que viven en el patrono dentro de la vivienda que se asignan literas no pueden separarse ni mover literas.
5. Los trabajadores que viven en la vivienda proporcionada por el empleador no pueden cocinar en los dormitorios o en cualquier área de cocina no dormir.
6. Los trabajadores no pueden repetir el papel de la gota, latas, botellas u otra basura en los campos, empacadoras o áreas de vivienda. Basura y desperdicio deben ser utilizados.
7. Con la excepción de la vivienda asignada al trabajador y / o área / ámbito de trabajo, los trabajadores no pueden entrar en los locales del empleador y sin la autorización de la persona a cargo.
8. Con la excepción de la vivienda asignada al trabajador, los trabajadores no pueden entrar en los locales del empleador a otros que durante horas está previsto que el empleado trabaje horas .
9. Los trabajadores no deben comenzar a trabajar antes de la hora asignada, ni continuar trabajando después de la hora menos que sea autorizado por el empleador.

10. Los trabajadores no pueden abusar de / extender los períodos de descanso que se pueden ofrecer o tomar descansos no autorizados trabajo.

11. Los trabajadores no pueden restringir deliberadamente la producción.

12. Los trabajadores no pueden participar en juegos violentos, forcejeos, tirar cosas, perder el tiempo o merodear durante horas de trabajo. Los trabajadores pueden ser despedidos por cualquier pelea en los locales del empleador en cualquier momento.

13. Los trabajadores no pueden publicar ni eliminar ningún aviso, señales u otras instrucciones de la propiedad del empleador.

14. Los trabajadores pueden ser despedidos si se robe a otro trabajador o del empleador.

15. Los trabajadores no deben falsificar personal, médicos, de producción u otros documentos relacionados con el trabajo.

16. Los trabajadores no deben intencionalmente abusar o destruir cualquier maquinaria, equipo, herramientas u otros bienes pertenecientes al empleador o a otros empleados.

17. Los trabajadores no pueden interrumpir otros trabajadores de descanso / sueño períodos por ruido o alboroto excesivo o innecesario.

18. Los trabajadores no pueden tener invitados en la vivienda proporcionada por el empleador después de las 10:00 horas, excepto el sábado, no el pasado 12:00 de la noche. Los trabajadores y / o sus invitados no podrán participar en una conducta indecente, inmoral o ilegal en cualquier momento en los locales del empleador.

19. Incumplimiento de las instrucciones repetidas, obedecer los requisitos de seguridad, y equipos y vehículos instrucciones de operación pueden resultar en la terminación.

20. Cualquier trabajador que impide repetidamente el progreso del grupo por llegar tarde, salir temprano, la adhesión a los estándares laxos o manipulación brusca de los productos puede ser terminado.

21. Cualquier trabajador que se niegue a asistir al trabajo durante 4 días consecutivos sin una excusa adecuada (por ejemplo, enfermedad, muerte en la familia) puede ser terminado.

22. No hay armas de fuego u otras armas pueden ser introducidas en los locales del empleador **EN CUALQUIER MOMENTO.**

**EL INCUMPLIMIENTO DE LAS NORMAS LABORALES ANTERIORES PUEDE RESULTAR EN FIN / DESCARGA. SI NO ENTIENDE ALGUNA DE LAS NORMAS ANTERIORES, PREGUNTE A SU EMPLEADOR PARA OBTENER UNA EXPLICACION.**

## Agriculture Work Agreement

Employee: \_\_\_\_\_

The assigned employee agrees faithfully to all the terms and conditions to perform all the assigned duties within the job description under the direction of the employer as set. This employment shall be governed by the following:

1. Name, address, telephone and place of work of employer:

EMILIA ALVAREZ  
233 N LANIER ST  
LYONS, GA 30436  
(912) 805-4641

2. Address of employee at time of recruitment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Wages: are at piece and hourly rate; however, **\$10.59** per hour is guaranteed.

4. Area of employment: work will be performed at:

COGDELL BERRY FARM  
9625 COGDELL HWY  
HOMERVILLE, GA 31634

B & W BURCH FARMS  
1556 STANFIELD RD  
SCREVEN, GA 31560

5. Period of employment: beginning date is **03/01/2017** through **07/25/2017**

6. Full crop commitment: this is regular work for the full period of employment. The employee agrees to work for the employer seven hours a day Monday-Friday and five hours on Saturday. The employee understands that if he or she quits or is terminated for cause prior to the completion of the employment period, he or she may not be eligible for rehire in the future, unless the termination is a mutual agreement between the employer and employee

7. Work rules, Discipline and termination: a copy of the work rules will be provided to workers by the employer, no later than on the day that work commences. The work rules are intended to provide guidance to workers of the standards of conduct expected of them. Violation of these rules or other lawful job-related employer requirements will be considered grounds for termination. In cases of less serious violations, workers will be penalized such as suspension from work without pay for up to three days. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the care and maintenance of all property.

8. Date employee was provided a copy of contract, work rules and work agreement: \_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

## CONTRATO PARA EL TRABAJO AGRICULTURAL

Empleado \_\_\_\_\_

El empleado asignado se compromete fielmente a todos los términos y las condiciones para llevar a cabo todas las tareas asignadas dentro de la descripción del trabajo bajo la dirección del empresario según lo establecido. Este empleo se registrará por las siguientes:

1. Nombre, Dirección, Teléfono del empleador:

**EMILIA ALVAREZ  
233 N LANIER ST  
LYONS, GA 30436  
(912) 805-4641**

2. Dirección del empleado en el momento de la contratación:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Salarios: se encuentran en la pieza y precio por hora, pero \$10.59 por hora está garantizada.

4. Área de trabajo: el trabajo se puede realizar en:

**COGDELL BERRY FARM  
9625 COGDELL HWY  
HOMERVILLE, GA 31634**

**B & W BURCH FARMS  
1556 STANFIELD RD  
SCREVEN, GA 31560**

5. Periodo de empleo: fecha de inicio es a través **01/03/2017 AL 25/07/2017**

6. Pleno compromiso de cultivos: este es un trabajo regular durante todo el periodo de empleo. El empleado se compromete a trabajar para el empleador siete horas al día de lunes a viernes y cinco horas del sábado. El empleado entiende que si él o ella renuncian o es despedido por causa justificada antes de la finalización del periodo de empleo, él o ella no pueden ser elegibles para volver a contratar en el futuro, a menos que la terminación es un acuerdo mutuo entre el empleador y el empleado

7. Las reglas de trabajo, disciplina y terminación: una copia de las reglas de trabajo se proporcionará a los trabajadores por el empleador, a más tardar el día en que el trabajo comience. Las normas de trabajo tienen por objeto proporcionar orientación a los trabajadores de las normas de conducta que se espera de ellos. La violación de estas normas u otros requisitos relacionados con el trabajo de los empleadores legítimos se considerará motivo de terminación. En los casos de violaciones de menor gravedad, los trabajadores serán sancionados, como la suspensión de empleo y sueldo de hasta tres días. Se espera que los trabajadores cumplan con todas las normas relacionadas a disciplina, asistencia, calidad de trabajo y la cantidad, y el cuidado y mantenimiento de toda la propiedad.

8. Fecha empleado se proporcionó una copia del contrato, las reglas de trabajo y contrato de trabajo: \_\_\_\_\_

\_\_\_\_\_  
Firma de Empleado

\_\_\_\_\_  
Fecha

## YOUR TRIP TO:

240 S Church St



**1 HR 52 MIN | 88.9 MI** 

**Est. Fuel cost: \$5.73**

Trip time based on traffic conditions as of 5:21 PM on December 30, 2016. Current Traffic: N/A



1556 Stanfield Rd, Screven, GA 31560-9499



1. Start out going **east** on Stanfield Rd toward Bear Island Rd.

Then 2.55 miles

2.55 total miles



2. Turn **slight right** onto Nine Run Rd.

*Nine Run Rd is 0.6 miles past Aspinwall Rd.*

Then 1.48 miles

4.03 total miles



3. Nine Run Rd becomes C W Collins St.

Then 0.59 miles

4.63 total miles



4. Turn **right** onto W J.L. Tyre St/US-84 W/GA-38. Continue to follow US-84 W/GA-38.

*US-84 W is just past Human Martin Rd.*

Then 27.94 miles

32.56 total miles



5. Turn **right** onto McDonald St/US-84 W.

*McDonald St is just past Folks St.*

Then 0.09 miles

32.65 total miles



6. Turn **left** onto US-82 W/US-84 W/US-1 N/US-23 N/GA-520/S Georgia Pkwy W. Continue to follow US-82 W/GA-520.

*If you are on McDonald St and reach Elizabeth St you've gone a little too far.*

Then 31.15 miles

63.80 total miles





7. Turn right onto N Main St/US-441 N/US-221 N/GA-31.

*N Main St is just past N Church St.*

*If you are on Albany Ave W and reach N King St you've gone a little too far.*

Then 0.26 miles

64.06 total miles



8. 424 N MAIN ST is on the right.

*Your destination is just past Legion Ave.*

*If you reach W Pine Ave you've gone about 0.1 miles too far.*



424 N Main St, Pearson, GA 31642-7652

This leg of your trip is:

**1 hour 16 minutes • 64.06 miles**

Start of next leg of route



9. Start out going south on N Main St/US-441 S/US-221 S/GA-31 toward Legion Ave.

Then 0.34 miles

64.40 total miles



10. Turn left onto E Austin Ave.

*E Austin Ave is just past E Railroad Ave.*

*If you reach Roberts Ave E you've gone a little too far.*

Then 0.22 miles

64.63 total miles



11. E Austin Ave becomes Kirkland Aly.

Then 0.15 miles

64.77 total miles



12. Stay straight to go onto E Austin Ave.

Then 0.60 miles

65.37 total miles



13. E Austin Ave becomes Cogdell Hwy.

Then 10.68 miles

76.06 total miles



14. Cogdell Hwy becomes Cogdell Rd.

Then 0.27 miles

76.32 total miles



15. Cogdell Rd becomes Sandy Bottom Hwy.

Then 1.69 miles

78.01 total miles



16. Turn left onto GA-122/GA Highway 122.

Then 0.48 miles

78.50 total miles



17. Take the 1st right onto Frank Sessoms Memorial Hwy.

*Frank Sessoms Memorial Hwy is just past Rose Marie Ln.*

*If you are on GA-122 and reach Alligator Aly you've gone about 1.1 miles too far.*

Then 0.39 miles

78.89 total miles



18. 9625 COGDELL HWY.

*If you reach Country Road 172 you've gone about 1.2 miles too far.*



9625 Cogdell Hwy, Homerville, GA 31634-4260

This leg of your trip is:

**20 minutes • 14.82 miles**

Start of next leg of route



19. Start out going south on Frank Sessoms Memorial Hwy toward Country Road 172.

Then 9.37 miles

88.26 total miles



20. Turn right onto E Dame Ave/US-84 W/GA-38.

*E Dame Ave is just past Courtland Ave.*

*Flowers By Carylene is on the corner.*

*If you are on Sessoms Memorial Hwy and reach E Plant Ave you've gone a little too far.*

Then 0.40 miles

88.66 total miles



**21. Turn left onto S Church St/US-441 S/GA-89.**

*S Church St is just past N Carswell St.*

*Quick Change is on the corner.*

*If you reach Court Sq you've gone a little too far.*

Then 0.26 miles

**88.92 total miles**



**22. 240 S Church St, Homerville, GA 31634-3009, 240 S CHURCH ST is on the right.**

*Your destination is 0.1 miles past W Forest Ave.*

*If you reach Magnolia St you've gone a little too far.*



**240 S Church St, Homerville, GA 31634-3009**

This leg of your trip is:

**13 minutes • 10.04 miles**

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