

JC Watson Packing Co.

Job Title:

Packing Shed Laborer

This job requires a worker to: **Perform sorting, packing, stacking, and custodial duties in an onion packing shed**

Job is seasonal / temporary full-time position.

There are general conditions of employment, general job specifications and individual requirements that are specific to each job duty:

GENERAL CONDITIONS: While performing the duties of this Job, the employee is regularly exposed to moving mechanical parts; fumes or airborne particles and vibration. The employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually loud.

Full Season Commitment: The job offered requires that the worker be available for work every day that work is available for the full period of employment. The worker agrees to be available for work and perform the assigned work for the assigned employer whenever work is available through the full period of employment.

Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper procedures.

General Job Specifications:

1. Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established safety guidelines, practices and procedures.
2. Must wear all required and assigned personal protective equipment at all times when required to do so. Employee must wear proper clothing and footwear. All footwear must be closed-toe due to safety precautions.
3. The employer or designated employee will provide instructions and general supervision. Employees will be expected to conform to the specific instructions given for each day's work.
4. Employees will be required to attend an orientation on workplace rules, policies and safety information.
5. All work sites covered by this clearance order and all facilities of the employer are drug free work places. Employees must not report for work, enter employers' property, or perform service while under the influence of or having used illegal controlled substances. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol or other substances that may, in any way, adversely affect their alertness, coordination, reaction response or safety.
6. No non-employees will be permitted in or adjacent to the work site. In particular, no non-working children may be present at or adjacent to work sites or left in vehicles during the workday. Employees arriving at work with non-working children or other non-employees will be sent home.
7. Employees must have transportation to the work site.

8. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
9. Ability to apply common sense understanding to carry out detailed but uninvolved oral instructions.
10. Ability to deal with problems involving a few concrete variables in standardized situations.
11. While performing the duties of this Job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl and talk and hear. The employee is occasionally required to climb or balance. The employee must regularly lift and /or move up to 55 pounds.

All other duties assigned under this order will be those duties of JC Watson Packing Co, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 37-2011.

Specific Job Duties:

- Stacks cartons and bags according to pack type and brand onto correct pallets.
- Stacks cartons and bags of onions onto pallets and occasionally into railcars.
- Sorts agricultural produce (onions) by performing the following duties:
- Segregates produce on conveyor belt or table according to defect, color, and size.
- Places produce on designated conveyors.
- Discards cull (inferior or defective) items and foreign matter.
- Materials used in sorter's position include rubber gloves and knives
- Sweeps, mops, scrubs, and vacuums industrial packing shed, offices and bathrooms.
- Empties trash and garbage containers.
- Maintains building, performing minor and routine painting.
- Notifies management concerning need for major repairs or additions to lighting, heating, and ventilating equipment.
- Cleans snow and debris from sidewalk and walking areas.
- Post caution signs.
- Maintains cleaning logs.
- Maintains rodent traps.
- Onion debris cleanup around packing line.

Locations:

101 Stockton St., Parma ID 83660
23931 Peckham Rd., Wilder, ID 83676

Number of Openings: 10

The number of workers requested represents the estimated shortage of domestic workers, and therefore the number of foreign workers the employer anticipates will be needed. The employer will hire all able, willing, and qualified domestic workers, and therefore the number of foreign workers hired could be substantially fewer than listed. This is a temporary, full-time position.

Dates of Need:

September 13, 2022 to April 15th, 2023.

Total Hours Per Week: 40

The employer agrees to offer work for at least ¾ of the total hours listed from the time the worker starts work under the provisions of this contract, and up until such time as the worker ends work under this contract. For the purposes of meeting the guarantee, however, the worker will not be required to work more than the hours specified in the job order for a workday or on the worker's Sabbath, or Federal Holidays.

Work Schedule: 4:00 a.m to 12:00 p.m
12:30 p.m. to 7:30 p.m.

Wage Rates, Special Pay Information and Deductions and other details about pay:

The employer may offer overtime pay for more than 40 hours worked per week. Regular hourly pay is \$13.26. Overtime is offered at \$19.89 per hour. Overtime hours are not guaranteed as it depends on various factors such as workload, and deadlines, among others.

The employer will make the following deductions from the worker's wages: FICA taxes, Federal Income tax if required, other deductions expressly authorized or required by state or federal law, workers comp premiums if applicable, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the worker has voluntarily purchased from the employer, long-distance telephone charges, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown to have been caused by the workers dishonest or willful act in alignment with Idaho State law, and any other deductions expressly authorized by the worker in writing.

Domestic workers are generally covered by unemployment insurance. Foreign workers are generally not eligible for unemployment insurance benefits. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.

A. The work contract shall be terminated before the end of the period of employment if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, frost, flood, drought, hail, other act of God which makes fulfillment of this contract impossible (20 CFR 655.20(g)). Whether such an event constitutes a contract impossibility will be determined by the Certifying Officer. In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not affected, the workers will be returned at the employer's expense to the place from which worker, without intervening employment, came to work for the employer, 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 pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. In the event of such termination, the guarantee ends on the date of termination. The guarantee shall be void from the beginning should the worker voluntarily abandon this employment before the end of the contract period or in the event the worker is terminated for lawful job-related reason.

B. The payroll period shall be **weekly**. Employer will use a single workweek as the standard for computing wages due.

C. The employer will furnish to the worker, on or before each payday one or more written statements showing: the worker's total earnings for the pay period; the worker's hourly rate and/or piece rate; the hours of work which have been offered to the worker [note: if the employer does not have a payroll system capable of

tracking hours offered, it will be assumed that the employer did not offer any hours greater than the hours actually worked]; the hours actually worked by the worker; an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the beginning and ending dates of the pay period; and, the employer's name, address and Federal Employer Identification number in accordance with (20 CFR 655.20(i)(2)(viii)).

D. In the case of any U.S. Worker who has been offered employment through the clearance system, the employer agrees to provide forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the SWA Central Office and the Certifying Officer in writing at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay such hired worker the prevailing wage for a standard 40-hour workweek commencing on the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to verify his or her continued interest in this position no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance.

Employers will expeditiously notify the SWA Central Office and the Certifying Officer in writing immediately upon learning of a delayed or extended date of need, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker and approval in writing from the OFLC Administrator.

Board, lodging and fringe benefits:

The employer will provide housing to workers at the following locations at no cost to employees that are unable to return to their permanent residence at the end of the workday:

1. Caldwell Housing Authority – 22730 Farmway Rd., Caldwell, ID 83607
2. Wendel House – 204 Wendel Ave, Parma, ID 83660
3. Stockton House – 7 Stockton St., Parma, ID 83660
4. Howe House: 29888 W. Howe Road – Wilder, ID 83676

Tools & Equipment:

The employer will furnish, without charge, all tools, supplies, rain gear and personal protective equipment required in the performance of the specified work. Deductions in pay for breakage, loss or damage of equipment or tools (beyond normal wear and tear) only to the extent that it can be shown through civil court proceedings to have been caused by the workers dishonest or willful act will be deducted from the workers next paycheck. To secure a replacement at no cost for an employer-supplied item, an employee must present the worn-out item to be replaced.

Other Conditions of Employment:

1. This document is translated into Spanish, if there are any differences the approved English version controls.
2. Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons: a) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; b) commit serious act(s) of misconduct or serious or repeated violation(s) of company policies and procedures attached hereto; c) fails after completing the training period to perform the work as specified in Item 16; d) abandons his employment; e) falsifies identification, personnel, medical, production or other work related records; f) fails or refuses to take a drug test when requested (employer reserves the right to conduct for cause, non-discriminatory drug testing at the expense of the employer. Drug test will not be utilized as a pre-employment tool.); or g) commits acts of insubordination (defined as failure to regard or obey authority).
3. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice. It is imperative that workers

provide a complete and accurate address to the employer no later than the first day of employment. Employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately and will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship on a case-by-case basis. Employees are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete, no rehire policy.

4. Workers who are consistently unable to perform their duties in a timely and proficient manner, as compared with other workers and normally accepted standards, considering all factors, will be provided training in accordance with employer's progressive discipline standards, including verbal instruction, written warnings, time off, or other coaching or instruction to teach the employee to work more efficiently. If performance does not improve after coaching and several warnings, the employee may be terminated. These standards are not linked to any specific productivity measure; and apply equally to workers who are working on an hourly as well as piece rate basis.
5. Employer Obligation if Employment Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.
6. For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.
7. Substance abuse policy: Employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their employees and visitors. The use, possession, or being under the influence of illegal drugs or alcohol during working time is prohibited.
8. Disclosure of work contract. Employer will provide a copy of this document to any H-2B worker, in a language understood by worker as reasonable per 20 CFR 655.20(l), no later than the time at which worker applies for the visa, or for a worker in corresponding employment, no later than on the day work commences.

Transportation:

The employer will not provide transportation to the worksite. However, the employer will facilitate workers to find transportation to the worksite and to their housing location.

The employer will reimburse inbound transportation within the first week of arrival, so that workers' wages do not fall below federal minimum wage; in order to comply with the FLSA. The employer will reimburse the H-2B worker in the first workweek for all visa, visa processing, border crossing, and other related fees, including those mandated by the government, incurred by the H-2B worker.

Workers may have a subsequent employment opportunity. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the initial employer will not provide or pay for such expenses.

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, departed to work for the employer. 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.

Per 20 CFR 655.20(j)(1)(i) the employer will either provide or reimburse the worker for transportation and 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 if the worker completes 50 percent of the period of employment covered by the job order (not counting any extensions). The employer may arrange and pay for the transportation and subsistence directly, advance at a minimum the most economical and reasonable common carrier cost of the transportation and subsistence to the worker before the worker's departure, or pay the worker for the reasonable costs incurred by the worker. The amount of the transportation payment will 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 of the daily subsistence will be at least the amount permitted in 655.173, which is currently \$14.00 per day during travel to a maximum of \$59.00 per day with receipts.

All criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation will be provided their outbound transportation and subsistence checks through the employer via US mail or any other system of delivery the worker requests, providing that the worker agrees to pay any cost associated herewith. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the lesser of the per worker cost of employer provided transportation or the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the employer for any damages, injuries, and personal or property losses.

The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor before leaving the place of employment, or terminated because of an act of God, which makes fulfillment of the work contract impossible.

Referral Instructions and Hiring Information (includes interview process):

Employer will accept referrals from any source. Candidates are strongly encouraged to register at their nearest employment office (i.e. WorkSource), where they will be apprised of the terms and conditions of employment.

Applicants who wish to apply for the job opportunity should apply at the nearest SWA office. The SWA will appraise applications of the material terms and conditions of the employment, and will only refer applicants for employment if the applicant indicates that he or she is qualified, able, willing, and available for employment.

Candidates are strongly encouraged to apply in person at 101 Stockton St., Parma, ID 83660, or may call (208)-412-9611 8 am to 5pm, Monday through Friday for a hiring interview.

The employer will not hire undocumented or fraudulently documented workers.

The employer is an equal opportunity employer; all qualified eligible U.S. workers are encouraged to apply for these jobs during the positive recruitment period and up to 21 days prior to the date of need.

The referral under this job order from the applicant holding office is to be made to:

Idaho Department of Labor
4514 Thomas Jefferson St.
Caldwell, ID 83605
(208) 364-7781

Workers referred by SWA's should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Upon hiring, employees must present original document or documents that establish identity and employment eligibility as required by the INA. Employees who do not comply with this requirement by the end of the third workday will not be permitted to continue employment.

Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone and in writing immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker and approval of the ETA Regional Administrator.