U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

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):

1). SUNHILL ORCHARDS
1642 COON RD
ASPERS, PA 17304

2).RIDGEVIEW ORCHARD
2182 WENKVILLE RD.
BIGLERVILLE PA 17307

3).SUNRISE ORCHARD
353 GAMELAND RD.
NEWVILLE PA 17241
4). Seven Valley's Orchard
4331 Zieglers Church Rd.
SpringGrove PA 17362

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:
1). 27-3698007
2). 45-2160245
3). 27-0615265
4). 47-1246206

b) Telephone Number / Número de Teléfono:
1). 717-677-7707
2). 717-677-6848
3). 717-776-7669
4). 717-229-9822

c) Fax Number / Número de Fax:
1). 717-677-0431
2). 717-677-~~0431~~ 6848
3). 717-776-7669
4). 717-229-9822

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

No E-mail address

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

The work site is located at: 1642 COON RD ASPERS, PA 17304
Directions to:1). Sunhill Orchards:
ON RT 34 TO BENDERSBILLE TAKE ASPERS RD GO WEST TO STOP SIGN TAKE RT TO WENKSVILLE RD GO 1 1/2 MILES TO WESTPOINT RD TO STOP SIGN GO STRAIGHT TO FARM
2).RIDGEVIEW ORCHARD
2182 WENKVILLE RD.
BIGLERVILLE PA 17307: on rt 34 N from Biglerville go thru Bendersville onto the Wenksville rd. travel 3.25 miles after Brysonia Rd. turn left first farm on right.
3).SUNRISE ORCHARD
353 GAMELAND RD.
NEWVILLE PA 17241
717-776-7669

: On Interstate 81 take Exit 37 north on RT 233 4 miles to Newville turn left on Green Street 4 miles to Gameland Rd. on left ½ mile to box 353 on the right follow lane past barn and turn left to the house

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

4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092.01
   a. SOC (ONET/OES) Occupational Title / Título Ocupacional: Farmworker Crop
5. Job Order No. / Num. de Orden de Empleo: 10009358
6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radicó la oferta (incluya el número de teléfono): 150 V-Twin Dr. Gettysburg, PA 17325
   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): Jon Winbrenner 717-334-1173
7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 2/29/16
8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 8/8/16
9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:
   From / Desde: **05/01/2016** To / Hasta: **11/15/2016**
10. Number of Workers Requested / Número de Trabajadores Solicitados: **16 (SIXTEEN)**
11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40

Sunday / Domingo ____ Thursday / Jueves 8
Monday / Lunes 8 Friday / Viernes 8
Tuesday / Martes 8 Saturday / Sábado ____
Wednesday / Miércoles 8

Workers will report to work at the designated time and place as directed by the grower each day. The standard work week is eight hours per day Monday-Friday. Workers may be offered more than the specified hours of work in a single work day. Workers may volunteer to work additional hours when work is available.
Workers may be requested to work on federal holidays and on the Sabbath but will not be required to do so. Federal holidays are New Years Day, January 1; Martin Luther King, JR.'s birthday, the third Monday in January; Washington's birthday, the third Monday in February; Memorial Day, The last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25.
Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.
All requests for leave of absence must be made to the employer in writing. All absences will be counted towards hours offered for the purpose of the three-quarters guarantee.

4). Seven Valley's Orchard
4331 Zieglers Church Rd.
SpringGrove PA 17362
"All work sites owned/controlled by the employer."

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

40 hours per week

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

Employer / Empleador: Yes / Si ☐ No ☒

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

The work site is located at: 1642 coon rd Aspers, PA 17304
directions to: 1). Sunhill orchards:
on rt 34 to Bendersbille take Aspers Rd go west to stop sign take rt to Wenksville rd go 1 1/2 miles to Westpoint rd to stop sign go straight to farm
2).Ridgeview Orchard
2182 Wenkville rd.
Biglerville PA 17307: on rt 34 n from Biglerville go thru Bendersville onto the Wenksville Rd. travel 3.25 miles after Brysonia Rd. turn left first farm on right.
3).Sunrise Orchard
353 Gameland rd.
Newville PA 17241
717-776-7669

: On Interstate 81 take Exit 37 north on RT 233 4 miles to Newville turn left on Green Street 4 miles to Gameland Rd. on left ½ mile to box 353 on the right follow lane past barn and turn left to the house
4). Seven Valley's Orchard
4331 Zieglers Church Rd.
SpringGrove PA 17362
Housing adress same as #2

a) Description of Housing / Descripción de la vivienda:

1). House 1 family style capacity 4 furnished with kitchen house 2 family style furnished with kitchen capacity 2
2).
3).

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.

The employer will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer's housing and once a week, the employer will offer free transportation to and from town to shop for groceries. The employer will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers housing so that the workers may prepare their own meals. Workers will buy their own groceries. The kitchen and other common areas will be shared. Housing includes water and electric and is furnished with beds, mattresses, lockers for storing personal items, cooking and eating utensils, stove and refrigerator, table and chairs, garbage can, cupboard or shelves for food storage, smoke and fire detectors. No charge will be made for beds and similar items furnished to table and chairs, garbage can, cupboard or shelves for food storage, smoke and fire detectors. No charge will be made for beds and similar items furnished to workers to whom housing is provided unless unlawfully removed or damaged beyond normal wear and tear.

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.

The employment service office will be contacted periodically for referrals. Applicants can call **717-677-7707** and contact **Arlin Rudolph Sunhill Orchards.** Applications may also be faxed to **717-677-0431 OR Stanley Rudolph Ridgeview Orchards 717-677-6848 fax 717-677-0431**or **David Horst Sunrise Orchards 717-776-7669 fax717-776-7669 or Christopher Neirwienski Seven Valleys Orchard 717-229-9822 fax 717-229-9822** Applicants will be accepted from all sources.applicants will be interviewed in person or by pone Monday thru Friday 7:00am to 3:30pm. Only workers meeting all qualifications on the job order should be referred by the Job Service Office including availability to complete the work contract, work outside in inclement weather, lift and load 50 lbs. In the event the employer receives phone calls or walk -up workers interested in the job offer, the employer will inform the workers of the job requirements and duties and will consider the worker for the job based on the worker's qualifications. The order holding office is asked to provide all referrals with a copy of the clearance order or at a minimum, a summary of wages, working conditions, and other material specifications. The employer will provide each worker with a copy of the ETA 790 including any approved modifications, in English and/or Spanish, on the day work commences or as soon as practically possible.

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

Workers will be required to keep all property and farm buildings clean. Work such as light pruning and removal of pruning's from Apple, Cherry and Peach orchards, assist in planting new tree's . Shoveling, irrigating, hoeing weeds, cleaning ditches, cleaning trucks, lifting and carrying up to 50 lbs. And harvesting of fruit workers will work in hot, cold and sometimes wet conditions, according to the weather.

Workers must adhere to all safety rules as instructed by the supervisor. The work rules attached to this clearance order are the expected standards of conduct under this job order. All operations must meet standards contained in the employer's contract with the buyer. Operational specifications can change during the season due to crop or market condition. Workers will be expected to conform to the specific instructions given for each day's work. Instructions and general supervision will be provided by the Farm owner, supervisor or a designated employee. Daily individual work assignments, crew assignments and location of work will be made by the grower or supervisor as the needs of the operation dictate. Workers may be assigned a variety of duties in any given day and different tasks on different days.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: __3____

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 ___50___lbs./libras
no
☒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 Stooping / Inclinándose o agachándose con frecuencia
☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados
obligatorio

The following rules are intended to provide standards of conduct expected of workers employed under this job order. 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 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 during the employment period will not be permitted. Excessive absence is defined as five consecutive days of unexcused absence or five unexcused absences within a 30-day period.
4. Workers are expected to maintain their living quarters and shall promptly report problems to employer. Workers shall cooperate with other workers assigned to the same housing in maintaining kitchen, dining, bathroom and living areas.
5. Workers living in employer-provided housing that are assigned bunk beds may not separate nor move bunk beds.
6. Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.
7. Workers may not repeatedly drop paper, cans, bottles or other trash in fields, packinghouses or housing areas. Trash and waste receptacles must be used.
8. 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.
9. 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.
10. Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.
11. Workers may not abuse/extend break periods which may be provided or take unauthorized breaks from work.
12. Workers may not engage in horseplay, scuffling, throwing things, wasting time or loitering during work hours.
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.
18. Workers may not commit acts of insubordination.
19. Workers may not interrupt other workers rest/sleep periods by excessive or unnecessary noise or commotion.
20. 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.
21. Repeated failure to follow instructions, obey safety requirements, and equipment and vehicle operation instructions may result in termination.
22. 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.
23. No firearms or other weapons may be brought onto the employer's premises AT ANY TIME.
24. Use of electronic devices, including cell phones, is not permitted at any time during work hours and is grounds for immediate termination.
25. In the event that the employer issues electronic badges for timekeeping and/or piece rate tabulation, workers must keep badges in their possession at all times during work hours.
26. Workers may be discharged for fighting on the employer's premises.
27. The employer must consider the job abandoned after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer.

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 SUPERVISOR FOR AN EXPLANATION.

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

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago / /
Planting	$11.66	$		Social Security / Seguro Social	☒	☐	Weekly / Semanal ☒
General farm work	$11.66	$		Federal Tax / Impuestos Federales	☒	☐	
Harvesting	$11.66	$		State Tax /Impuestos Estatales	☒	☐	Bi-weekly/ Quincenal ☐
	$	$		Meals / Comidas	☐	☒	
	$	$		Other (specify) / Otro (especifica)	☒	☐	Monthly/Mensual ☐
							Other/Otro ☐

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

Earnings records will be maintained in accordance with 655.122 (j) through (m). The employer will furnish each worker an earnings statement on or before each payday meeting the requirements at 655.122 (k). Employer will provide a worker referred through the interstate clearance system a full week's work **(40hours at $11.66 per hour total of $466.00** for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the clearance system for the week starting with the originally anticipated date of need. If a worker referred through the interstate clearance system fails to notify the order-holding office of a continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above mentioned assurance. Alternate work may be provided if the guarantee cited in this section is invoked
Earnings records will be maintained in accordance with 655.122 (j) through (m). The employer will furnish each worker an earnings statement on or before each payday meeting the requirements at 655.122 (k). The employer will make all deductions from the workers paychecks as required by law. Workers are guaranteed that their total earnings will be at least the prevailing wage for the crop activity, the AEWR, or the agreed upon collective bargaining wage or the Federal or state minimum wage, whichever is higher, for all hours worked in the payroll period. If the worker is to be paid on a piece rate basis, the piece rate shall be no less than the piece rate prevailing for the activity in the area of intended employment.. If the piece rate does not result at the end of the pay period in average hourly 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, the workers pay shall be supplemented at that time so that the workers earnings are at least as much as the worker would have earned during the pay period if the worker had been paid at the appropriate hourly wage rate for each hour worked. Workers are guaranteed 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 arrival or first date of need in the job order, whichever is later, and ending on the expiration date in the job order and any extensions. Should the employer be unable to fulfill the obligations in the job order due to fire, weather or Act of God, the employer will fulfill the three fourths guarantee up until the time of termination and return transportation and subsistence will be paid back to the place from which the worker has come to work for the employer or to subsequent employment with another employer. In the event of contract impossibility, the employer will notify the state employment service of the availability of workers in an effort to transfer the workers to other comparable employment acceptable to the worker. If the employer pays or advances the employee's transportation and daily subsistence expenses to the place of employment, the employer may deduct those expenses from the worker's paycheck down to the FLSA minimum wage. Workers will be reimbursed the full amount of the deduction upon the workers completion of 50 percent of the work contract period. Visa application, border crossing fees imposed by government, currently **$196.00** will be reimbursed visa holding workers in the first week of employment, If not prepaid by the employer.

Contract Impossibility

Pursuant to Regulations at 20CFR 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 (i) (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 H2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the workers 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 employers place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. 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.

19. Transportation Arrangements / Arreglos de Transportación

Workers that do not reside within commuting distance and who are eligible for employer provided housing are also eligible for transportation benefits. The employer will reimburse the worker for the reasonable cost of 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, to the employer's location upon completion of fifty percent of the employment period, or earlier. The amount of the transportation will be no less than the most economical and reasonable common carrier transportation charges for the distances involved. Inbound transportation in the form of bus fare from the point of recruitment to the workplace will be reimbursed on or before the first payday, to the extent necessary to ensure that employees are compensated at least the Federal minimum wage level for work performed during the first work week. If the total amount of the reasonable transportation and subsistence expense is not reimbursed on or before the first payday, workers will be compensated upon completion of fifty percent of the employment period, or earlier, for any remaining expense not reimbursed on the first payday. At the option of the employer, the entire reimbursement expense may be made on or before the first payday.

Upon completion of the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer will provide or pay for the workers 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. 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, the employer only pays for the transportation to the next job. The amount of such transportation payment will be equal to the worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved.

Employees eligible for reimbursement under the program will be provided subsistence reimbursement of a minimum of **$12.09** per 24-hour travel period or the CONUS meal reimbursement rate **$51.00** maximum when receipts are provided for travel within the United States. The term "subsistence " includes both meals and lodging during travel to and from the worksite. therefore, an H2A employer is responsible for providing (either paying in advance or reimbursing a worker) the reasonable costs of transportation and daily subsistence between the employer's worksite and the place from which the worker comes to work for the employer, if the worker completes 50 percent of the work contract period, and upon the workers completing the contract or being dismissed without cause, return costs.

The employer will offer free transportation for workers from the employers housing to the daily work site unless the office where the workers report daily to clock in or the designated field to report to is within walking distance. Transportation between worksites during the regular work day is compensable. Once a week, the employer will offer to those workers who wish to participate, free transportation to and from town where there are shopping stores, a post office and pay telephone. The use of the transportation by the worker is voluntary, and no worker will be required as a condition of employment to utilize the transportation offered by the employer.

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 / Sí ☐ No ☒

    If you have checked yes, what is the FLC wage for each activity? / Si contesto "Sí," 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/Sí ☒ No ☐

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Sí ☒ 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/Sí ☒ 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

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

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.

Arlin Rudolph, Stanley Rudolph, David Horst Christopher Nierwienski

Arlin Rudolph Stanley Rudolph David Horst Christopher Nierwienski

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

David Horst Christopher Nierwienski

Arlin D Rudolph Stanley V Rudolph

Employer's Signature / Firma y Título del Empleador

01/08/2016

1-13-2016

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.

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

Block 3. Continued

Family housing is not available. Housing is not provided to non-workers. Separate toilet facilities shall be provided by the employer for males and females.

Workers who reside in employer-provided housing agree to be responsible for maintaining the housing in a neat and clean manner. Before occupancy, housing shall be in compliance with OSHA housing standards. Workers residing in employer-provided housing are expected to maintain their living quarters and shall promptly report problems to employer. Workers shall cooperate with other workers assigned to the same housing in maintaining kitchen, dining, bathroom and living areas.

Reasonable repair costs of damages or loss of property, other than that caused by normal wear and tear, will be deducted from the employee's pay if it is shown that the individual did the damages. The employer will deduct repair costs from the employee's pay over whatever time period necessary so that such deductions will not result in a worker's wages going below the federal minimum wage. The employer retains possession and control of the housing premises at all times and workers provided housing under the terms of this job order, shall vacate the housing promptly upon termination of employment. Workers residing in employer's housing may have mail directed to them at the employers address in Block 1, above.

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

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

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

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

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

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

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

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

Employer's Name Arlin Rudolph, Stanley Rudolph, David Horst Christopher Nierwienski Date: 01/08/2016

Employer's Signature David Horst Arlin D Rudolph Christopher Nierwienski Stanley V. Rudolph

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.

STATE WORKERS' INSURANCE FUND

CERTIFICATE OF INSURANCE

Certificate Issued to:
Ridgeview Orchards
2182 Wenksville Rd
Biglerville, PA 17307

This is to certify that Policy Number **05854310** issued in the name of:

Ridgeview Orchards
2182 Wenksville Rd
Biglerville, PA 17307

Is in force on the date hereof, as follows:

Kind of Insurance: Workers' Compensation and Employers Liability
Policy Period: **Effective: 02/17/2015 at 12:01 AM**
Expiration: 02/17/2016 at 12:01 AM

Limits of Liability: Workers' Compensation Insurance fully complies with the provisions of the Pennsylvania Workers' Compensation Act and the Pennsylvania Occupational Disease Act as re-enacted.

Employers Liability Insurance:

Bodily Injury by Accident	$100,000	Each Accident
Bodily Injury by Disease	$100,000	Each Employee
Bodily Injury by Disease	$500,000	Policy Limit

Job/Site Memo:

Description of Work Covered:

0016 ORCHARD

Coverage includes all operations incidental to the business of the insured for Pennsylvania employees only and includes Pennsylvania employees whose duties require them to go beyond the territorial limits of the Commonwealth as provided by Section 305.2 of Pennsylvania Workers' Compensation Act as amended.

30-Day Cancellation Clause: In accordance with the procedures for cancellation, the State Workers' Insurance Fund will endeavor to give 30 days notice before the cancellation becomes effective. However, the policyholder may cancel forthwith without prior notice to SWIF.

Department of Labor & Industry | State Workers' Insurance Fund | 100 Lackawanna Avenue
P.O. Box 5100 | Scranton, PA 18505-5100 | 570-963-4635 | www.dli.state.pa.us/swif
Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program

pennsylvania
DEPARTMENT OF LABOR & INDUSTRY
STATE WORKERS' INSURANCE FUND

Workers Compensation and Employers Liability Insurance Policy

Policy #: 06068736 Seven Valleys Orchard
Eff: 05/18/2015
Exp: 05/18/2016

SCHEDULE OF ENDORSEMENTS

WC 00 04 04	Pending Rate Change Endorsement	05/18/2015	05/18/2016
WC 00 04 21D	Terrorism Endorsement	05/18/2015	05/18/2016
WC 00 04 22B	Terrorism Endorsement	05/18/2015	05/18/2016
WC 37 04 05	Pennsylvania Merit Rating Plan Endorsement	05/18/2015	05/18/2016
WC 37 06 01	Special Pennsylvania Endorsement - Inspection of Manuals	05/18/2015	05/18/2016
WC 37 06 02	Pennsylvania Notice	05/18/2015	05/18/2016
WC 37 06 03A	Pennsylvania Act 86-1986 Endorsement	05/18/2015	05/18/2016
WC 37 06 04	Pennsylvania Employer Assessment Endorsement	05/18/2015	05/18/2016

SCHEDULE OF ADDITIONAL LOCATIONS COVERED

Seven Valleys Orchard
4331 Zeigler Church Rd
Spring Grove, PA 17362
Eff: 05/18/2015 Exp: 05/18/2016

SCHEDULE OF ADDITIONAL BUSINESSES COVERED

SCHEDULE OF OFFICERS

Individual Name/ Title/Effective Period	Insured Business Name/ Business Type	SSN	Covered/ Exempt	Pct	State
Christopher Nierwienski Sole Proprietor Eff: 05/18/2015 - 05/18/2016	Seven Valleys Orchard Sole Proprietorship	XXX-XX-1974	N/A	100	PA

SCHEDULE OF AMENDMENTS

Please compare the following sections with your prior policy to identify your amendments.

pennsylvania
DEPARTMENT OF LABOR & INDUSTRY
STATE WORKERS' INSURANCE FUND

Workers Compensation and Employers Liability Insurance Policy

NCCI No. 19984 **INFORMATION PAGE**

New Policy

1. Insured:

Seven Valleys Orchard
4331 Zeigler Church Rd
Spring Grove, PA 17362

Policy #:	06068736
Date:	05/18/2015
ARD:	
Bureau ID #:	
FEIN:	XX-XXX1974
Business Type:	Sole Proprietorship
County:	York
District:	DO2 - Hsbg
Leasing Type:	1 - Non-Employee Leasing Policy

2. POLICY PERIOD: The policy period is from 05/18/2015 to 05/18/2016 at 12:01 AM at the insured's mailing address.

3A. WORKERS COMPENSATION INSURANCE: Part One of the Policy applies to the Workers' Compensation Law of the State of Pennsylvania.

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the Policy applies to work in the State of Pennsylvania. The limits of our liability under Part Two are:

Bodily Injury by Accident	$100,000	Each Accident
Bodily Injury by Disease	$100,000	Each Employee
Bodily Injury by Disease	$500,000	Policy Limit

C. OTHER STATES INSURANCE: Part Three of the Policy applies to the States if any, listed here: None, except as shown in Part Three.

4. PREMIUM: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Code No.	Description	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 Of Remuneration	Estimated Annual Premium
0016	ORCHARD			

WC 00 00 01A
Copyright 1987
NCCI

pennsylvania
DEPARTMENT OF LABOR & INDUSTRY
STATE WORKERS' INSURANCE FUND

CERTIFICATE OF INSURANCE

Certificate Issued to:
North American Labor Service
3900 Red Hill Rd
Vancleave, MS 39565

This is to certify that Policy Number **06002284** issued in the name of:

David Horst
Sunrise Orchard
353 Gamelland Rd
Newville, PA 17241

is in force on the date hereof, as follows:

Kind of Insurance: Workers' Compensation and Employers Liability
Policy Period: **Effective: 04/01/2015 at 12:01 AM**
Expiration: 04/01/2016 at 12:01 AM

Limits of Liability: Workers' Compensation insurance fully complies with the provisions of the Pennsylvania Workers' Compensation Act and the Pennsylvania Occupational Disease Act as re-enacted.

Employers Liability Insurance:

Bodily Injury by Accident	$100,000	Each Accident
Bodily Injury by Disease	$100,000	Each Employee
Bodily Injury by Disease	$500,000	Policy Limit

Job/Site Memo: Certificate covers only Pennsylvania Employees

Description of Work Covered:

0016 ORCHARD

Coverage includes all operations incidental to the business of the insured for Pennsylvania employees only and includes Pennsylvania employees whose duties require them to go beyond the territorial limits of the Commonwealth as provided by Section 305.2 of Pennsylvania Workers' Compensation Act as amended.

30-Day Cancellation Clause: In accordance with the procedures for cancellation, the State Workers' Insurance Fund will endeavor to give 30 days notice before the cancellation becomes effective. However, the policyholder may cancel forthwith without prior notice to SWIF.

Department of Labor & Industry | State Workers' Insurance Fund | 100 Lackawanna Avenue
P.O. Box 5100 | Scranton, PA 18505-5100 | 570-963-4635 | www.dli.state.pa.us/swif
Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program

pennsylvania
DEPARTMENT OF LABOR & INDUSTRY
STATE WORKERS' INSURANCE FUND

CERTIFICATE OF INSURANCE

Certificate Issued to:
Simeon Rudolph
1649 Coons Rd
Aspers, PA 17304

This is to certify that Policy Number **05671104** issued in the name of:

SunHill Orchard
1649 Coon Road
Aspers, PA 17304

Is in force on the date hereof, as follows:

Kind of Insurance: Workers' Compensation and Employers Liability
Policy Period: **Effective: 05/10/2015 at 12:01 AM**
Expiration: 05/10/2016 at 12:01 AM

Limits of Liability: Workers' Compensation Insurance fully complies with the provisions of the Pennsylvania Workers' Compensation Act and the Pennsylvania Occupational Disease Act as re-enacted.

Employers Liability Insurance:

Bodily Injury by Accident	$100,000	Each Accident
Bodily Injury by Disease	$100,000	Each Employee
Bodily Injury by Disease	$500,000	Policy Limit

Job/Site Memo:

Description of Work Covered:

0016 ORCHARD

Coverage includes all operations incidental to the business of the insured for Pennsylvania employees only and includes Pennsylvania employees whose duties require them to go beyond the territorial limits of the Commonwealth as provided by Section 305.2 of Pennsylvania Workers' Compensation Act as amended.

30-Day Cancellation Clause: In accordance with the procedures for cancellation, the State Workers' Insurance Fund will endeavor to give 30 days notice before the cancellation becomes effective. However, the policyholder may cancel forthwith without prior notice to SWIF.

Department of Labor & Industry | State Workers' Insurance Fund | 100 Lackawanna Avenue
P.O. Box 5100 | Scranton, PA 18505-5100 | 570-963-4635 | www.dli.state.pa.us/swif
Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program

SUNHILL ORCHARDS
1649 COON RD
ASPERS PA 17304
717-677-7707
FAX 717-677-0431

01/08/2016

U.S.DOL, ETA, CPC
536 S Clark ST 9th FL
Chicago IL 60605

To whom it may concern:

I, the Undersigned, name and appoint North American Labor Service Inc., my agent for all purposes connected with my application for temporary foreign guest worker's. North American labor Service Inc. and their employee's are authorized to act on my behalf. I give permission for North American Labor Service Inc.(and their employees) agent for my company, to sign forms and attachments and make changes to submitter forms, statements of temporary need, recruitment report results, cover letter documents needed to process my application requesting temporary labor through the H2 programs.

I assume full responsibility for the accuracy of information I provide to my agent for the inclusion on my application and for all the representations made to my agent and shall defend them from any claims that the result of my failure to accurately provide information to them. All information is to be released to my agent hereunder.

My agent will file my H2 application, submit my BCIS application and arrange for the H2 work visas. My agent will prepare and or administer all paperwork required by my participation in this program and will cooperate with State and Federal officials in all matters.

All information or correspondence regarding my H2 Application shall be sent to:
North American Labor Service Inc.
3900 Red Hill Rd.
Vancleave MS. 39565
Phone 228-826-9223
Fax 228-826-9224
E-mail: jon.clancy@att.net

Respectfully,

Arlin D. Rudolph

Arlin Rudolph

Ridgeview Orchard
2182 Wenkville Rd.
Biglerville PA 17307
717-677-6848
FAX 717-677-6848

01/08/2016

U.S.DOL, ETA, CPC
536 S Clark ST 9th FL
Chicago IL 60605

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I, the Undersigned, name and appoint North American Labor Service Inc., my agent for all purposes connected with my application for temporary foreign guest worker's. North American labor Service Inc. and their employee's are authorized to act on my behalf. I give permission for North American Labor Service Inc.(and their employees) agent for my company, to sign forms and attachments and make changes to submitter forms, statements of temporary need, recruitment report results, cover letter documents needed to process my application requesting temporary labor through the H2 programs.

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Vancleave MS. 39565
Phone 228-826-9223
Fax 228-826-9224
E-mail: jon.clancy@att.net

Respectfully,

Stanley V. Rudolph

Stanley V. Rudolph

Sunrise Orchard
353 Gameland Rd.
Newville PA 17241
717-776-7669

01/08/2016

U.S.DOL, ETA, CPC
536 S Clark ST 9th FL
Chicago IL 60605

To whom it may concern:

I, the Undersigned, name and appoint North American Labor Service Inc., my agent for all purposes connected with my application for temporary foreign guest worker's. North American labor Service Inc. and their employee's are authorized to act on my behalf. I give permission for North American Labor Service Inc.(and their employees) agent for my company, to sign forms and attachments and make changes to submitter forms, statements of temporary need, recruitment report results, cover letter documents needed to process my application requesting temporary labor through the H2 programs.

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Vancleave MS. 39565
Phone 228-826-9223
Fax 228-826-9224
E-mail: jon.clancy@att.net

Respectfully,

David Horst

David Horst

Seven Valleys Orchard
4331 Zeiglers Church Rd.
Spring Grove, PA 17362
717-229-9822

01/08/2016

U.S.DOL, ETA, CPC
536 S Clark ST 9th FL
Chicago IL 60605

To whom it may concern:

I, the Undersigned, name and appoint North American Labor Service Inc., my agent for all purposes connected with my application for temporary foreign guest worker's. North American labor Service Inc. and their employee's are authorized to act on my behalf. I give permission for North American Labor Service Inc.(and their employees) agent for my company, to sign forms and attachments and make changes to submitter forms, statements of temporary need, recruitment report results, cover letter documents needed to process my application requesting temporary labor through the H2 programs.

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Fax 228-826-9224
E-mail: jon.clancy@att.net

Respectfully,

Christopher Nierwienski

Christopher Nierwienski