



**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)

<p>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): Simmons Farm Inc. 170 Simmons Rd. McMurray PA 15317</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador: 743026995</p> <p>b) Telephone Number / Número de Teléfono: (724)-941-1490</p> <p>c) Fax Number / Número de Fax: (724) 941-5138</p> <p>d) E-mail Address / Dirección de Correo Electrónico: market@simmonsfarm.com</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>	
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo: Location 170 Simmons Rd McMurray PA 15317</p> <p>Directions: Interstate highway 70 passes within 13 miles of this farm, and is large road easily found on any map. Whether traveling east or west on Interstate route 70 take the Rt.19 exit in Washington PA. And travel north aprx. 9 miles. At the Intersection of Waterdam rd and Rt. 19 turn right onto Waterdam rd. Go 2 miles to Thomas rd and turn left onto Thomas. Go 2 miles on Thomas and watch for Simmons rd on the right. Turn onto Simmons rd and follow Simmons rd to the end and that is Simmons Farm.</p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092.02</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworkers and laborers Crop</p>	<p>5. Job Order No. / Num. de Orden de Empleo: 2507920</p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: Address: 170 Simmons Rd. McMurray PA 15317</p> <p>Directions: Interstate highway 70 passes within 13 miles of this farm, and is large road easily found on any map. Whether traveling east or west on Interstate route 70 take the Rt.19 exit in Washington PA. And travel north aprx. 9 miles. At the Intersection of Waterdam rd and Rt. 19 turn right onto Waterdam rd. Go 2 miles to Thomas rd and turn left onto Thomas. Go 2 miles on Thomas and watch for Simmons rd on the right. Turn onto Simmons rd and follow Simmons rd to the first building at end of the road.</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): Washington County PA Careerlink 90 W. Chestnut St. Ste 1601L Washington PA 15301</p> <p>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). Ron Mulholland 724-470-2110</p>	
<p>a) Description of Housing / Descripción de la vivienda: Housing consists of barrack type units. Each unit of six units has its own set of two showers, two toilets and urinal. A kitchen is also supplied with two refrigerators. For complete info see (attachment for ETA 790 "Item 8 housing")</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 2-4-13</p>	<p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 7-29-13</p>
	<p>9. Anticipated Period of Employment / Período anticipado o previsto de Empleo: From / Desde: April 11, 2013 To / Hasta: Nov. 15, 2013</p>	
	<p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 10</p>	
	<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40</p> <p>Sunday / Domingo <u>0</u> Thursday / Jueves <u>8</u> Monday / Lunes <u>8</u> Friday / Viernes <u>8</u> Tuesday / Martes <u>8</u> Saturday / Sábado <u>0</u> Wednesday / Miércoles <u>8</u></p>	
	<p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: 0</p>	
	<p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / SI <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: right;">FEB 0 1 2013</p>	

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.

Simmons Farm will provide a kitchen that is supplied with 2 refrigerators tables and chairs for each worker. Hot and cold running water is supplied as well as cooking utensils. Also stoves, sinks, microwave ovens, plates and glasses are also provided for each worker. All is provided at no cost to employees. All of which is inspected by the Pennsylvania Department of labor.

The workers will also have access to local grocery stores for supplies that are needed for meals.
If Simmons Farm were to supply meals to the workers it would not charge more than \$11.13 a day.

FEB 0 1 2013

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.

Referral instructions first are referred to PA Career Link Milcroft Center, 90 West Chesnut St. Washington PA. The name of the agent is Ron Mulholland. His phone number is 724-470-2116. Once he is contacted Simmons Farm is notified immediately and we contact the person wanting employment. Once possible employee is contacted a interview is set up with Scott Simmons Monday- Saturday 9am-5pm by phone (724) 941-1490 and in person at 170 Simmons Rd McMurray PA 15317.

All job wages, housing and future benefits to provide to alien workers will be offered to potential employees. All contacts and interviews will be recorded and maintained in a recruitment report.

Potential employees are also able to contact Simmons Farm through advertising placed by Simmons Farm with all details of the job available.

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

Worker will perform various tasks involved in the operation of a truck farm that is a farm that grows a variety of fruits and vegetables normally grow in PA. Field crops shall include sweet corn, tomatoes, peppers, cucumbers, cabbage, potatoes, broccoli, beets, gourds, pumpkins, melons, and ornamental corn. Tree crops shall include apples and peaches. Workers will be required to perform a number tasks done by hand that are generally involved in the production of these crops such as weeding, planting, pruning, suckering, staking and harvesting. Workers will also be required to perform jobs that are normal in the operation of a packing house. These jobs include folding of containers used in shipping cleaning of produce, sweeping and cleaning of packing area, loading and unloading of containers of produce.

Additional details see (attachment for form EtA 790 "Item 6 job specifications")

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. Check all requirements that apply:

- | | |
|---|---|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia |
| <input type="checkbox"/> Lifting requirement / Levantar o Cargar _____ lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio |
| <input type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

FEB 01 2013

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/Sí	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
picking	\$ 10.87	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
planting	\$ 10.87	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
misc	\$ 10.87	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" 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:

A. We the employer Simmons Farm guarantees all workers employed in 2013 will receive the highest of the AEW, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage or the federal or state minimum wage. Also if this rate (AEWR) changes throughout the season Simmons Farm Inc. will pay this increase. If Simmons Farm fails to notify the order holding office 10 days prior to the date of need 4/11/2013 we will pay the hourly rate for the first week starting with the original start date.

B. The employer guarantees to offer employment for a minimum of three fourths of the workdays of the contract period, starting with the first day after the day of arrival, or the advertised date whichever is later and ending on the day specified on the contract or in its extensions if any. The worker will not be required to work more than 8 hours per day, or more than 40 hours per week.

C. The employer will provide workers with forty hours of work per week, beginning with the anticipated date of need. The employer also guarantees work for the workers for at least three fourths of the workdays in the work contract period. If the employer does not provide three at least this amount of work specified the employer shall pay the amount which the worker would have made had the worker been given the days specified in the contract.

19. Transportation Arrangements / Arreglos de Transportación

Simmons Farm Inc guarantees that workers will receive at least the minimum daily subsistence payment of \$11.13 and maximum of \$46.00. The employer will reimburse the worker for the cost of transportation and subsistence from the place of recruitment to the place of listed in item 2 of this document. After fifty percent of work contract time period has been completed. The employer will also provide transportation at no cost to worker to work site from housing when required. In the case of an act of God or Medical problem that results in the early termination of work the employer shall pay the cost of transportation and subsistence enroot to the place of recruitment.

If the worker completes his contract, the employer will provide or pay the cost of return transportation and subsistence enroot from the place of recruitment except when the worker is not returning to the place of recruitment, and has subsequent employment with an employer who will bear the cost of such transportation.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for the cost of return transportation and substance.

All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulation of the Interstate Commerce commission. The employer will provide transportation from the living quarter to the work site and back each day at no cost to the worker.

FEB 0 1 2013

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

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

FEB 01 2013

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.

Scott Simmons Owner/Manager

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

Scott Simmons

Employer's Signature / Firma y Título del Empleador

1/30/2013

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 número de la sección e incluya archivos adjuntos, si es necesario.

Attachments are attached and referred to in necessary sections.

FEB 0 1 2013

**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 Scott Simmons Date: 1/30/2013

Employer's Signature Scott Simmons

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.

FEB 01 2013

ATTACHMENT FOR FORMS ETA 790 & 9142

Item 1: Wage rates, special pay information, Three fourths Guarantee, First Week Wage Guarantee:

A. We the employer guarantee all workers employed in 2013 will receive the highest of the AEW, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage or the federal or state minimum wage. Also if this rate {AEW} changes throughout the season Simmons Farm Inc. will pay this increase. If Simmons Farm fails to notify the order holding office 10 days prior to the date of need 4/11/2013 we will pay the hourly rate for the first week starting with the original start date.

B. The employer guarantees to offer employment for a minimum of three fourths of the workdays of the contract period, starting with the first day after the day of arrival, or the advertised date whichever is later and ending on the day specified on the contract or in its extensions if any. The worker will not be required to work more than 8 hours per day, or more than 40 hours per week.

C. The employer will provide workers with forty hours of work per week, beginning with the anticipated date of need. The employer also guarantees work for the workers for at least three fourths of the workdays in the work contract period. If the employer does not provide three at least this amount of work specified the employer shall pay the amount which the worker would have made had the worker been given the days specified in the contract.

Item 2: Job description:

Workers shall assist in jobs normally related to the production of Fruits and "Vegetables normally grown in the Western Pennsylvania area. These jobs will be mostly "hand types of jobs such as planting both in the greenhouse and field, weeding, thinning, pruning, and harvesting. Work will also include such things as planting of bedding plants in greenhouse, packing in the packing shed, and all jobs related to the preparation of fruits and vegetables for both retail and wholesale sales. The loading and unloading of trucks shall be included in the work. Also various jobs will be provided in the maintenance of a farm, such as sweeping, weeding and washing.

FEB 0 1 2013

The following is a more detailed description of the jobs to be performed:

Workers will assist in various jobs and be paid the {AEWR} \$10.87 per hour for jobs related to the operation of a truck farm that grows and prepares products for retail and wholesale sales. These jobs shall include, but not be limited to the following: 1. all types of hand labor related to the production of plants in greenhouses such as tray preparation, seeding, transplanting, thinning, moving, and loading of plants in pots and trays. 2. All types of hand labor required to grow many types of vegetables in the field. These jobs shall include planting, transplanting, thinning, weeding, picking, staking, installing and removing irrigation equipment, and clean up of fields after harvest. The vegetable crops shall include Peppers, Tomatoes, Cucumbers, Zucchini, Pumpkins, Corn, Cabbage, Broccoli, Cauliflower, Squashes, and Beans. 3. All types of hand jobs involved in the growing of tree fruit crops such as apples and peaches. These jobs shall include, pruning, Thinning, planting, and harvesting. 4. All types of work in and around a packing house, such as box folding, washing of fruits and vegetables, loading and unloading of trucks and tractors, general cleaning and sweeping.

Work will be guaranteed for at least Three-fourths of the number of hours in the workdays during the contract period, of 4/11/2013 to 11/15/2013. Because of the nature of our mostly retail business and the variety of crops grown the work will be steady throughout this period. Examples of such work by months:

March: Fruit tree Pruning, Fruit tree planting, Christmas tree planting, Greenhouse planting and plant care, preparation for retail sales.

April: Corn planting and thinning, early Vegetable planting and care, Greenhouse plant care, moving and transporting Plants to field and sales areas. Hand planting of onion sets. All paid {AEWR} wages.

May: Most of the hand planting of various Vegetable crops grown in this area, such as Tomatoes, Peppers, Zucchini, Cucumber, Melons. Other tasks include Corn thinning, Apple thinning, Weeding, moving of irrigation systems. All paid {AEWR} wages

June: Hand harvesting of Strawberries, Broccoli, Cabbage, and Zucchini. Apple thinning and suckering, Peach thinning, Weeding, Irrigation, Pumpkin planting. All paid {AEWR} wages.

FEB 0 1 2013

July, August, and September: Hand harvesting of all Fruits and Vegetables, Irrigating, Weeding, and all hand tasks associated with the harvesting and growing of Fruits and Vegetables. All paid {AEWR} wages.

October: Harvesting of Apples, potatoes, and depending on the season the Harvesting of all Vegetables will continue till the middle of the month. Packing of produce in storage. Clean up in fields, such as removal of Drip tape, Tomatoes stakes, and irrigation pipes. All paid {AEWR} wages

Item 6: Job Specifications:

Worker will perform various tasks involved in the operation of a truck farm that is a farm that grows a variety of fruits and vegetables normally grown in PA. Field crops shall include Sweet corn, Tomatoes, Peppers, Cucumbers, Cabbage, Potatoes, Broccoli, Beets, Pumpkins, Gourds, Melons, and Indian corn. Tree crops shall include Apples and Peaches. Workers will be required to perform a number of tasks done by hand that are generally involved in the production of these crops such as weeding, planting, pruning, suckering, staking, irrigating, and harvesting. Workers will also be required to perform jobs that are normal in the operation of a packing house These jobs include folding of containers used in shipping, cleaning of produce, sweeping and cleaning of packing area, loading and unloading of containers of produce.

Worker will be required to work in and around greenhouses that are used to propagate vegetable transplants and ornamentals. The tasks in the greenhouses shall include, filling pots and trays with potting soil, washing pots and trays used in propagation of transplants, pinching of plants, watering, transplanting of small plants to larger containers, thinning, planting of seeds, mixing of potting soils, moving trays of plants from greenhouse to greenhouse and onto trucks and trailers.

Misc. jobs that the worker will be required to do would be jobs that are needed for the general maintenance of a farm, such as weeding, sweeping, picking up litter, and general cleanup jobs.

Item 7: Location of work site:

Interstate highway 70 passes within 13 miles of this farm, and is a large road easily found on any map. Whether traveling east or west on Interstate route 70 take the Rt. 19 exit in Washington PA. And travel north aprx.9 miles. At the intersection of Waterdam road and Rt. 19 turn right onto Waterdam road. Go 2 miles to Thomas road and turn Left onto Thomas. Go

FEB 01 2013

2 miles on Thomas road, and watch for Simmons road on the right. Turn right onto Simmons road and follow to the end that is Simmons farm.

Item 8: Housing:

Housing consists of Barracks type units that contain 6 beds per unit. Each group of 6 units has its own set of two showers, two toilets and a urinal. A kitchen is also supplied with 2 refrigerators and table and chairs for meals, stoves and sinks with running hot and cold water. Cooking utensils are provided. All housing has been approved and is checked by the PA dept. of labor.

The housing is built of wood framing, concrete block construction, commonly found in this area. The walls contain insulation as well as a finish material of mostly painted drywall on the interior. The flooring is carpeted concrete in the sleeping and living room areas, and vinyl tile in the Kitchen and eating area.

Item 10: Transportation:

Simmons Farm Inc guarantees that workers will receive at least the minimum daily subsistence payment of \$11.13 and maximum of \$46.00. The employer will reimburse the worker for the cost of transportation and subsistence from the place of recruitment to the place of listed in item 7. After fifty percent of work contract time period has been completed. The employer will also provide transportation at no cost to worker to work site from housing when required. In the case of an act of God or Medical problem that results in the early termination of work the employer shall pay the cost of transportation and subsistence enroot to the place of recruitment.

If the worker completes his contract, the employer will provide or pay the cost of return transportation and subsistence enroot from the place of recruitment except when the worker is not returning to the place of recruitment, and has subsequent employment with an employer who will bear the cost of such transportation.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for the cost of return transportation and substance.

All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulation of the Interstate Commerce commission. The employer will provide transportation from the living quarter to the work site and back each day at no cost to the worker.

FEB 01 2013

Item 11: Board arrangements:

Facilities will be provided in an area attached to the sleeping area with all things needed to prepare meals. Such things include Sink with hot and cold running water, Stove, table and chairs, oven, pots and pans for cooking as well as plates and eating utensils, and refrigerators. The workers are provided free transportation to stores where they can purchase food products as well as other basic living supplies, medicines, clothing , ect. This transportation is provided once a week.

Item 12: "Assurances"

1. Simmons Farm Inc will provide housing at no cost to the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence within the same day. Housing consists of Barracks type units that contain 6 beds per unit. Each group of 6 units has its own set of two showers, two toilets and a urinal. A kitchen is also supplied with 2 refrigerators and table and chairs for meals , stoves and sinks with running hot and cold water. .Cooking utensils are provided. All housing has been approved and is checked by the PA dept. of labor.

The housing is built of wood framing, concrete block construction, commonly found in this area. The walls contain insulation as well as a finish material of mostly painted drywall on the interior. The flooring is carpeted concrete in the sleeping and living room areas, and vinyl tile in the Kitchen and eating area.

2 Simmons Farm Inc. will provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, Simmons Farm Inc will provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment.

3. Simmons Farm Inc will furnish to the worker on or before each payday in one or more written statements the following information:

(1) The worker's total earnings for the pay period;

(2) The worker's hourly rate and/or piece rate of pay;

(3) The hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as in item 1 of this attachment), separate from any hours offered over and above the guarantee);

(4) The hours actually worked by the worker;

FEB 0 1 2013

(5) An itemization of all deductions made from the worker's wages;

(6) If piece rates are used, the units produced daily;

(7) Beginning and ending dates of the pay period; and

(8) The employer's name, address and FEIN.

4. Simmons Farm Inc assures that it will keep accurate and adequate records with respect to the workers' earnings, including but not limited to field tally records, supporting summary payroll records, and records showing the nature and amount of the work performed; the number of hours of work offered each day by the employer (broken out by hours offered both in accordance with and over and above the three-fourths guarantee item 1 of this attachment); the hours actually worked each day by the worker; the time the worker began and ended each workday; the rate of pay (both piece rate and hourly, if applicable); the worker's earnings per pay period; the worker's home address; and the amount of and reasons for any and all deductions taken from the worker's wages.

(2) Simmons Farm Inc assures it will keep the records required by this part, including field tally records and supporting summary payroll records, safe and accessible at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records will be available for inspection and transcription by the Secretary or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation (an Entry of Appearance as Attorney or Representative, Form G-28, signed by the worker, or an affidavit signed by the worker confirming such representation). Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records will be made available for inspection and copying within 72 hours following notice from the Secretary, or a duly authorized and designated representative, and by the worker and designated representatives as described in this paragraph.

(3) To assist in determining whether the three-fourths guarantee in item 1 of this section has been met, if the number of hours worked by the worker on a day during the work contract period is less than the number of hours offered, as specified in the job offer, the records must state the reason or reasons therefore.

(4) Simmons Farm Inc will retain the records for not less than 3 years after the date of the certification

Simmons Farm Inc will furnish to the worker on or before each payday in one or more written statements the following information:

(1) The worker's total earnings for the pay period;

(2) The worker's hourly rate and/or piece rate of pay;

FEB 01 2013

(3) The hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in paragraph (i) of this section, separate from any hours offered over and above the guarantee);

(4) The hours actually worked by the worker;

(5) An itemization of all deductions made from the worker's wages;

(6) If piece rates are used, the units produced daily;

(7) Beginning and ending dates of the pay period; and

(8) The employer's name, address and FEIN.

5. If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and Simmons Farm Inc notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker under this section, and that worker is not entitled to the three-fourths guarantee described in item 1 of this attachment. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer.

6. Simmons Farm Inc will provide to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the worker in a language understood by the worker as necessary or reasonable. For an H-2A worker going from an H-2A employer to a subsequent H-2A employer, the copy will be provided no later than the time an offer of employment is made by the subsequent H-2A employer. At a minimum, the work contract will contain all of the provisions required by this section. In the absence of a separate, written work contract entered into between the Simmons Farm Inc and the worker, the required terms of the job order and the certified *Application for Temporary Employment Certification* will be the work contract.

7. If Simmons Farm fails to notify the order holding office 10 days prior to the original date of need 4/11/2013 we shall pay eligible workers through the clearance system the specified hourly rate of pay. Simmons Farm Inc will pay the first week guarantee which will be hours worked 40 by rate of pay \$10.87. This will be $40 \times \$10.87 = \434.80 as no alternative work will be offered and this will be paid to the worker.

Scott Simmons, Simmons Farm Inc. 01/30/13

Scott Simmons

FEB 01 2013