



**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):</p> <p>Ecological Restoration Services, LLC. Resource Environmental Solutions, LLC. 412 N. 4th Street, 300 Baton Rouge, LA 70802</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 26-1548210</p> <p>b) Telephone Number / Número de Teléfono: 225-372-6113</p> <p>c) Fax Number / Número de Fax: 225-383-3299</p> <p>d) E-mail Address / Dirección de Correo Electrónico: thomas@res.us</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:</p> <p>202 Brownlee Road Somerset Township Washington County, PA 15330</p> <p>Work site is approximately 9 miles from housing. From housing: depart Cherry Avenue toward E Grant; turn right onto E Grant Street; Turn left on N Main Street; keep straight onto PA-519 / S Main Street; keep straight onto Brownlee Road. Site will be on the left about 1 mile before I-70.</p> <p>Ecological Restoration Services, LLC. is a wholly owned subsidiary of Resource Environmental Solutions, LLC. First Pennsylvania Resource, LLC is a wholly owned subsidiary of Resource Environmental Solutions, LLC. First Pennsylvania Resource, LLC. is owner and operator of this work site.</p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092.01</p> <p>5. Job Order No. / Num. de Orden de Empleo: 7801926</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Nursery Workers</p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>112 Cherry Avenue Houston, PA 15342</p> <p>From Washington head east on I-70 take exit 27 Somerset drive. Head north on Brownlee Road about 1 mile site will be on the right.</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): 90 West Chestnut St. 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). Carl North</p>
<p>a) Description of Housing / Descripción de la vivienda:</p> <p>Single Family Residential housing. 4 bedrooms, 2 full bathrooms. 1,996 square feet of living space. Includes a refrigerator, stove, microwave, air conditioner/heater, television and washer/dryer.</p> <p>Ecological Restoration Services, LLC. is a wholly owned subsidiary of Resource Environmental Solutions, LLC. Resource Environmental Solutions, LLC is leasing this residential unit for the period of need. Lease period is 12/15/2014 - 9/30/2016.</p> <p style="text-align: center;">95 2 00 5 013 1002 LEASING DEPARTMENT</p>	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 12-9-14</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 8-31-15</p> <p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde: 02/02/2015 To / Hasta: 08/31/2015</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 6</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40</p> <p>Sunday / Domingo _____ Thursday / Jueves ⁸ _____ Monday / Lunes ⁸ _____ Friday / Viernes ⁸ _____ Tuesday / Martes ⁸ _____ Saturday / Sábado _____ Wednesday / Miércoles ⁸ _____</p> <p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: Full-time (30 hours or more) per week</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></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.

Workers will have a truck to drive to and from the housing unit for meals. The housing units have cooking utensils, pots, pans, refrigerator, stove, sink, and work stations. All utilities are paid by Ecological Restoration Services, LLC., which will allow for the workers to cook three meals per day as needed.

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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.

Before referring, staff should assure that the applicant:

1. Is available and committed to work the entire length of the contract;
2. Has transportation to the job site for employees who are within the commuting area and are reasonably able to return to their residence within the same day (workers that are not reasonably able to return to their residence within the same day will be provided housing and transportation between the living quarters and work site at no cost to the worker);
3. Has been fully apprised of the job order information, terms and conditions of the job and the nature of the employment;
4. States he/she is physically able to perform the job requirements;
5. Has the ability to provide the documentation to complete the CIS Form I-9.

Upon referral, provide a copy of the job order to the applicant and inform them of the conditions of the job. Ensure the applicant is aware that they will be expected to work the entire duration of the job, ensure they understand the work conditions and requirements. Worker will be expected to perform all duties described and incidental duties related to farm work, regardless of the weather conditions.

Contact: Thomas Jucicé
Phone: (225) 372-6113
Fax: (225) 363-3299

Available interview hours: Monday - Friday 9:00 a.m. - 4:00 p.m.

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

Nursery worker needed to prepare field for cultivation, make rows, digging holes, plant trees, planting grass and grass plugs. Spraying various chemicals and fertilizers, mixing soil, harvest, tree seedling by hand. Operate and perform field and shed sanitation. Maintain farm equipment. Will walk, lift up to 50 lbs., stoop, bend, reach, kneel repetitively for long periods of time. All work done outdoors in all kind of weather

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si No If yes, number of months preferred: / Si es así, número 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 checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input checked="" type="checkbox"/> Frequent Stooping / Inclínándose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>50</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio |
| Repetitive Movements / Movimientos repetitivos | |

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			/ /
Trees, Grass	\$ \$11.06	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$		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:

If the worker completes 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 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 work site to such subsequent employer's work site, the subsequent employer must provide or pay for such expenses. The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with (see continuation page)

19. Transportation Arrangements / Arreglos de Transportación

Transportation to work site will be provided from housing unit to the work site address.

The employer will abide by its obligations set forth at 20 CFR sec. 655.122(h) which are that if the employer has not previously advanced the such transportation and subsistence costs to the worker or otherwise provided such transportation or subsistence directly to the worker by other means and if the worker completes 50 percent of the work contract period, the employer will pay the worker for the reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. When it is the prevailing practice of non-H-2A agricultural employers in the occupation in the area to do so, or when the employer extends such benefits to similarly situated H-2A workers, the employer will advance the required transportation and subsistence costs (see continuation page)

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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.

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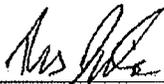
26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

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.

Thomas Judice, (226) 372-6113

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



Employer's Signature / Firma y Título del Empleador

12-1-14

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 contractual 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.

2B. 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.

Continues from 18: respond to the referrals made after the employer's date of need.

The employer will abide by its obligations set forth under 20 CFR sec. 655.122(1)(1): The employer guarantees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment of the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any.

In accordance with Departmental regulations at 20 CFR sec 655.122(k), the employer 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 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 wage; (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.

In accordance with Departmental regulations 20 CFR sec. 655.122(o), if, before the expiration date specified in the work contract, the services of the workers 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 will 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 will 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 will (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment will not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

Continued from 19: (or otherwise provided them) to the workers in corresponding employment who are traveling to the employer's work site. The amount of the transportation payment will be no less (and is not required to be more) than the most economical and reasonable carrier transportation charges for the distance involved. The amount of the daily subsistence payment will be at least as much as the employer would charge the worker for providing three meals a day during employment (if applicable), but in no event less than the amount permitted under sec. 655.173(a), which is \$11.42 per day according to the Federal Register Volume 78, Number 48 published Tuesday, March 12, 2013.

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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.

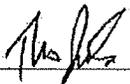
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

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 Thomas Judice Date: 12-1-14

Employer's Signature 

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

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