



**U.S. Department Labor
Employment and Training Administration**

OMB Control No. 1205-0134
Expiration Date: November 30, 2012

**Agricultural and Food Processing Clearance Order ETA Form 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

<p>1. Employer's Name and Address (Number, Street, City, State, and Zip Code) / Nombre y Dirección del Empleador (Numero, Calle, Ciudad, Estado y Código Postal)</p> <p>Jaindl Farms, LLC 3150 Coffeetown Road Orefield, PA 18069 FEI 20-1665546</p>	<p>Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>	
	<p>4. Industry Code/Código Industrial</p> <p style="text-align: center;">0253</p>	<p>5. Job Order No. /Num. de Orden de Empleo</p> <p style="text-align: center;">794236</p>
<p>6. Occupational Title and Code /Título Ocupacional y Código</p> <p style="text-align: center;">45-2093 Farmworkers Farm and Ranch Animals</p>		
<p>7. Clearance Order Issue Date / Fecha de Tramite</p>		<p style="text-align: center;">6/22/11</p>
<p>8. Job Order Expiration Date / Fecha de Expiración</p>		<p style="text-align: center;">11/18/12</p>
<p>9. Anticipated Period of Employment / Periodo Anticipado de Empleo</p> <p>From/ Desde: 08/29/2011 To/Hasta: 06/10/2012</p>		
<p>Telephone number/Teléfono: 610-395-3333 Fax: 610-395-8608</p>	<p>10. No. of Workers Requested / Num. de Trabajadores Solicitados</p> <p style="text-align: center;">12</p>	
<p>2. Location and Dirección to Work Site/ Ubicación y Dirección al Lugar de Trabajo</p> <p>3150 Coffeetown Road, Orefield, PA 18069 Take I-76 W to I-476 N to US-22 E (Allentown Exit) merge onto PA-309 N toward Tamaqua. Turn rt onto Orefield Rd. Turn Lt onto Coffeetown Road.</p>	<p>11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: <u>48</u></p> <p>Sunday / Domingo <u>0</u> Monday / Lunes <u>8</u> Tuesday / Martes <u>8</u> Wednesday / Miércoles <u>8</u> Thursday / Jueves <u>8</u> Friday / Viernes <u>8</u> Saturday / Sábado <u>8</u></p>	
<p>(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)</p>	<p>12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office / Oficina Local Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>3150 Coffeetown Road:</p> <p>3766 Coplay Road 3762 Coplay Road 3758 Coplay Road 3750 D Coffeetown Road 2200 Applewood Drive All Locations are in Orefield, Pa</p> <p>There are 6 units. One set of barracks (block/concrete) that houses 26. One Dormitory style building (Block/Concrete) that houses 26. Three Trailers (wood) that houses 5 each with double and single rooms. 1/2 of a trailer with 4 beds.</p> <p>Each is furnished with beds, tables, pots & pans, utensils, washers, dryers, a stove, ovens and refrigerator(s). Electricity is provided, heat and hot water (120 degrees). Housing is provided free for H2A workers.</p> <p>(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)</p>		

13. Board Arrangements / Arreglo de Alojamiento

All housing has and will be inspected by the state of Pennsylvania to ensure compliance with all regulations. Transportation provided to grocery stores & other places upon request. 15 passenger van and a driver (permanent Jandl employee) is available to H2A workers.

Employer will furnish cooking and kitchen facilities for the workers to prepare their own meals.

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7-19-11*

COOPERATIVE ASSISTANCE BY
LAWYER
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14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Applicants fax resume ATTN: Pat Seng at 610-395-8608.

Please send all recruitment instructions to: William Velie, Attorney at Law, PLLC FAX: 866-364-9828

15. Job Specifications / Especificaciones del Trabajo

Attend to live turkeys for meat products by helping with breeding, artificial insemination, hatching, de-beaking and growing of turkeys. Duties include feeding, watering and cleaning of turkeys to be free of feces and straw, catching, loading and unloading them, as well as cleaning and maintaining turkey housing. Workers must be able to lift 50 lbs. Workers must have 3 months of previous experience.

poultry farm PV 7-19-11

Atención a pavos para productos de carne ayudando a la crianza, inseminación artificial, incubación, corte del pico y crecimiento de los pavos. Labores incluyen alimentación, servir agua, limpieza de pavos para eliminar las heces y la paja, atraparlos, cargarlos y descargarlos, así como la limpieza y mantenimiento de la vivienda de los pavos. Los trabajadores deben poder levantar 50 libras. Los trabajadores deberán tener 3 meses de experiencia previa.

en granja de pollos

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

Crop/Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/Si	No	Pay Period Período de Pago
Cultivos	Salario por Hora	Pago por Pieza/ Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
Turkey Attdnt	\$ \$10.60	\$	No	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"/>	Other / Otro 7-11

More Details About the Pay / Mas Detalles Sobre el Pago
 Workers will be issued W 2's at end of 2011.
 Workers will also be issued W 2's at end of 2012. See Attachment

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

The employer will provide transportation and subsistence costs or reimburse the worker for transportation and subsistence costs if the worker completes 50 percent of the work contract period as required by law. The amount of reimbursement, if necessary, will not be less than \$10.60 per day. Transportation will be provided daily to and from work site via 15 passenger van. Transportation provided to grocery stores and other places upon request. 15 passenger van and driver (permanent Jaindl employee) available to H2A workers.

\$10.73 ²⁴
 7-19-11

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilices otra hoja de papel)

18. 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 de 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," cual es el salario que le pagas al Contratista de Trabajo Agrícola por cada actividad?

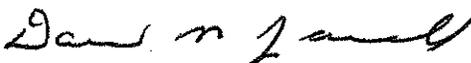
19. Unemployment Insurance provided? Seguro de Desempleo? Yes/Si No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Si No

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/Si No

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

COMPLETION CERTIFIED BY
 NATIONAL INSPECTION SERVICE
 DATE 7-19-11

<p>23. 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")</p> <p>None/Ninguno</p>	
<p>24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)</p> <p>PA CareerLink Lehigh Valley 1601 Union Boulevard Lehigh Valley, PA 18002-0490 610-437-5627</p>	<p>25. 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)</p> <p>PA CareerLink Lehigh Valley Shelley Nawarynski 610-437-5627</p>
<p>26. 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.</p> <p style="text-align: center;">  President </p> <p>Employer's Signature & Title/ Firma y Título del Empleador Date: 06/13/2011</p>	
<p>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 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 One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.</p> <p>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 (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.</p>	
<p>Public Burden Statement</p> <p>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, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.</p>	

Jaindi Farms LLC

Attached Information:

Block 16: Employer guarantees to offer employment for a minimum of $\frac{3}{4}$ of the work days for the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof.

Jaindl Farms LLC

Attached Information:

Block 16: Employer guarantees to offer employment for a minimum of ¾ of the work days for the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof.

Employer will keep a record and provide to each employee on or before each payday 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
4. The hours actually worked by the employer
5. An itemization of all deductions made from the worker's wages
6. Units produced daily for any piece rates
7. Beginning and ending dates of the pay period
8. The employer's name, address and FEIN

JJ
7-19-11

Employer will make all deductions from the worker's paycheck required by law, including Social Security and any Federal, State and local taxes.

Employer will provide to all H-2A workers, no later than the time at which the worker applies for a visa, and to any workers in corresponding employment no later than the day work commences, a copy of a work contract or the terms of the job offer and the certified Application for Temporary Employment Certification in English and Spanish

The employer will provide to workers referred through the clearance system 48 hours per week beginning with the anticipated start date, August 29, 2011, unless the employer amends the start date of need at least 10 working days prior to the original start date by notifying the order-holding office. All referred workers should contact a local job service office, preferably the PA CareerLink order-holding office, to verify the date of need cited no sooner than 9 working days and no later than 5 working days prior to the original date of need cited on the job order. Failure to contact the PA CareerLink office could disqualify the referred worker from the assurances contained in 20 CFR §653.501(a) and (d).

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7-19-11

DATE
7/19/11

Jaindl Farms LLC

Attached Information:

Block 16: (continued): The hourly wage will be the highest of the Adverse Effective Wage Rate, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, whichever is higher. The current wage is \$10.60 per hour. Employer will make all deductions required by law, including Social Security, and Federal, State and local taxes.

Employer guarantees ¾ of the work hours: Monday-Saturday (8 hours per day) beginning August 29, 2011 through June 10, 2012. The contract, including the ¾ guarantee may become impossible due to fire, weather, or other Act of God (whether such an event constitutes a contract impossibility will be determined by the United States Department of Labor Certifying Officer). In the event of such termination of the contract, Employer will fulfill a ¾ guarantee for the for the time that has elapsed from the start of the work contract to the time of its termination. The employer will also make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer cannot be 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.

No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned or paying transportation expenses to the worker's home.

All working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other state and federal employment related laws.

Employer will expeditiously notify the order-holding local office 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. Employer will follow-up the telephone notification in writing.

Employer has a valid farm labor contractor FLC certificate or farm labor contractor employee FLCE identification card as required by law

RECEIVED AND APPROVED BY
NO. 10-72117

W
7-14-11

Jaindl Farms LLC

Attached Information:

Block 16: (continued): Housing will be provided at no cost to workers which meets Federal and State safety and housing standards. Housing will be provided at 3150 Coffeetown Road:

3766 Coplay Road

3762 Coplay Road

3758 Coplay Road

3750 D Coffeetown Road

2200 Applewood Drive

All Locations are in Orefield, Pa

There are 6 units.

One set of barracks (block/concrete) that houses 26.

One Dormitory style building (Block/Concrete) that houses 26.

Three Trailers (wood) that houses 5 each with double and single rooms.

1/2 of a trailer with 4 beds.

Each is furnished with beds, tables, pots & pans, utensils, washers, dryers, a stove, ovens and refrigerator(s). Electricity is provided, heat and hot water (120 degrees). Housing is provided free for H2A workers.

Outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR §653.107.

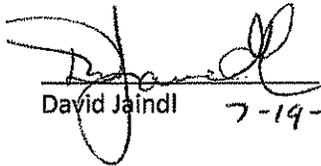
The wages and working conditions offered are not less than the prevailing wages and working conditions among similarly employed agricultural workers in the area of intended employment or the applicable Federal or State minimum wage, whichever is higher.

Employer agrees to provide or pay for the transportation of the workers and their families on at least the same terms as transportation is commonly provided by employers in the area of intended employment to agricultural workers and their families recruited from the same area of supply;

DEPARTMENT OF LABOR
NATIONAL LABOR RELATIONS BOARD
M. J. [Signature]
DHS

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7-19-11

I affirm that this job order describes the actual terms and conditions of the employment being offered by Jaindl Farms and contains all the material terms and conditions of the job.


David Jaindl 7-14-11

CONTRACT NO. _____
NATION'S GROWERS ASSOCIATION
DATE 7-14-11

H2A Assurances for Jaindl Farms LLC

As an employer seeking to employ H-2A workers, I attest as part of the *Application for Temporary Employment Certification* that Jaindl Farms, LLC will abide by the following conditions:

1. The job opportunity is and will continue through the recruitment period to be open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted and will continue to conduct the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and those not rejected on this basis have been or will be hired. In addition, the employer attests that it will retain records of all rejections as required by federal regulations.
2. The employer is offering terms and working conditions which are not less favorable than those offered to the H-2A worker(s) and are not less than the minimum terms and conditions required under federal law.
3. The specific job opportunity for which the employer is requesting H-2A certification is not vacant because the former occupant is on strike or being locked out in the course of a labor dispute.
4. The employer will continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until the end of the recruitment period as specified under the regulations.
5. During the period of employment that is the subject of the labor certification application, the employer will:
 - a. Comply with applicable Federal, State and local employment-related laws and regulations, including employment-related health and safety laws;
 - b. Provide for or secure housing for those workers who are not reasonably able to return to their permanent residence at the end of the work day, without charge to the worker, that complies with the applicable standards;
 - c. Where required, has timely requested a preoccupancy inspection of the housing and, if one has been conducted, received certification;
 - d. Provide insurance, without charge to the worker, under a State workers' compensation law or otherwise; and
 - e. Provide transportation in compliance with all applicable Federal, State or local laws and regulations between the worker's living quarters (*i.e.* , housing provided by the employer) and the employer's worksite without cost to the worker;
6. Upon the separation from employment of H-2A worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing (or any other method specified by the Department or DHS) of the

H2A Assurances for Jaindl Farms LLC

separation from employment not later than 2 work days after such separation is discovered by the employer.

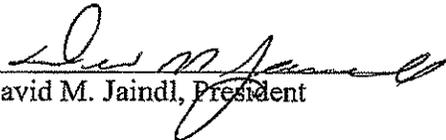
7. The offered wage rate is the highest of the AEWR ^{the agreed upon collective bargaining wage} in effect at the time recruitment is initiated, the prevailing hourly wage or piece rate, or the Federal or State minimum wage, and the employer will pay the offered wage during the entire period of the approved labor certification.
8. The offered wage is not based on commission, bonuses, or other incentives, unless the employer guarantees a wage paid on a weekly, bi-weekly, or monthly basis that equals or exceeds the AEWR, prevailing hourly wage or piece rate, or the legal Federal or State minimum wage, whichever is highest.
9. The job opportunity is a full-time temporary position, calculated to be at least 30 hours per work week, the qualifications for which do not substantially deviate from the normal and accepted qualifications required by employers that do not use H-2A workers in the same or comparable occupations or crops.
10. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the *Application for Temporary Employment Certification* in the area of intended employment except for lawful, job related reasons within 60 days of the date of need, or if the employer has laid off such workers, it has offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) either refused the job opportunity or was rejected for the job opportunity for lawful, job-related reasons.
11. The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, any person who has with just cause:
- Filed a complaint under or related to sec. 218 of the INA at 8 U.S.C. 1188, or this subpart or any other Department regulation promulgated under sec. 218 of the INA;
 - Instituted or caused to be instituted any proceeding under or related to sec. 218 of the INA, or this subpart or any other Department regulation promulgated under sec. 218 of the INA;
 - Testified or is about to testify in any proceeding under or related to sec. 218 of the INA or this subpart or any other Department regulation promulgated under sec. 218 of the INA;
 - Consulted with an employee of a legal assistance program or an attorney on matters related to sec. 218 of the INA or this subpart or any other Department regulation promulgated under sec. 218 of the INA; or
 - Exercised or asserted on behalf of himself/herself or others any right or protection afforded by sec. 218 of the INA, or this subpart or any other Department regulation promulgated under sec. 218 of the INA.

CONNECTICUT DEPARTMENT OF LABOR
NATIONAL UNION OF
AGRICULTURAL, MECHANICAL, AND
OTHER WORKERS
LOCAL 1000
7-19-11

H2A Assurances for Jaindl Farms LLC

12. The employer shall not discharge any person because of that person's taking any action listed above.
13. All fees associated with processing the temporary labor certification will be paid in a timely manner.
14. The employer will inform H-2A workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, unless the H-2A worker is being sponsored by another subsequent employer.
15. The employer and its agents have not sought or received payment of any kind from the employee for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor. This provision does not prohibit employers or their agents from receiving reimbursement for costs that are the responsibility of the worker, such as government required passport or visa fees.
16. The employer has contractually forbidden any foreign labor contractor or recruiter whom the employer engages in international recruitment of H-2A workers to seek or receive payments from prospective employees, except as provided for in DHS regulations at 8 CFR 214.2(h)(5)(xi)(A).
17. The applicant is a fixed-site employer.

Executed this 17th day of June, 2011.

By: 
David M. Jaindl, President