



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>Reids Orchard Inc 2135 Buchanan Valley Road Orrtanna, PA 17353 Adams County</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador: 20-3963752</p> <p>b) Telephone Number / Número de Teléfono: 717-677-7047</p> <p>c) Fax Number / Número de Fax:</p> <p>d) E-mail Address / Dirección de Correo Electrónico:</p> | <p style="text-align: center;">Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p> <table border="1"> <tr> <td data-bbox="812 399 1185 619"> <p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092.02</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farm Workers & Laborers</p> </td> <td data-bbox="1185 399 1542 619"> <p>5. 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| <p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>2135 Buchanan Valley Road; Orrtanna, PA; Adams County. 1941 Buchanan Valley Rd, Orrtanna, PA; Adams County.</p> <p>Both sites are located 3 miles off RT 30W on Rte 234 (Buchanan Rd.). Both sites are owned by employer.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>Housing is located at 1643 Buchanan Valley Rd in Orrtanna, PA. Take RT 30W to RT 234, go 3 miles down RT 234, housing on RT 234 (Buchanan Valley Rd.)</p> <p>a) Description of Housing / Descripción de la vivienda:</p> <p>Housing consists of a 5 bedroom single family house.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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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 / Describe cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Housing is provided at no cost to workers who are not reasonably able to return to their place of residence on a daily basis. Housing is not available to any non-workers or family members of workers. Separate family housing units will not be provided. In the event that a female worker is hired, sleeping facilities will be made available to share with other women or family members only while still located in same housing unit as other male workers. Sex segregated toilet facilities will be provided if applicable.

Housing provided can vary from multi-type houses, mobile homes, dormitory style buildings (bunk housing), or rental property. Workers will be provided a name and phone number where they may be contacted in case of emergency while residing in employer provided housing.

Basic furniture, beds, cooking utensils, and other necessary items for furnishing housing will be provided by employer at no cost to workers whom housing is provided. Housing is also provided with kitchen appliances for cooking, refrigerator, and shower heads (one per 10 workers). All common areas, with exception of bathroom (s), will be shared facilities without regard to sex.

Workers will be required to purchase individual food, toiletries, and all other items necessary or requested for housing supplies. Employer will provide transportation at least one day each week to appropriate store / facilities where workers are able to purchase all food and personal items needed. Workers may choose to bring prepared lunches to work or purchase food from other sources at their own expense. If meals are provided by employer, costs for these meals must be within the approved range of subsistence as listed in Federal Register and approved by Regional Administrator. Employer may request receipts from workers for costs that exceed the approved range of subsistence. The Regional Administrator may approve a higher charge for meals not within the approved range.

All workers will be equally responsible for maintaining housing facility(s) and surrounding grounds. Housing will be in compliance with OSHA housing standards upon worker arrival. Housing must be cleaned by workers, both inside and outside on weekly basis to assure housing is in same condition upon leaving facilities as was upon arrival. Workers will not be charged for cost of repair to housing or property if considered to be caused by normal wear and tear. Damages or loss of property not caused by normal wear will be the responsibility of the worker found accountable for damages. Reasonable repair costs will be charged to the responsible worker(s). If specific worker(s) can not be determined as responsible for damages or property loss, all workers provided housing at time of damage will be held responsible and share all applicable costs. If specific time of damage or loss cannot be determined, and responsible worker(s) is also unknown, all workers housed at any time within contract period will be held responsible and share costs to repair or replace lost property or damages.

Workers may choose to vacate provided housing to find optional housing at any time and of his own accord, at no cost to employer. Per this choice, worker(s) will assume all responsibility for housing costs, including utilities and travel costs to work site or employer designated pick up point (if applicable). Worker will provide, in writing, his decision to find other housing, rejecting employer provided housing.

Worker(s) shall vacate housing promptly upon termination, voluntary abandonment, or completion of contact with employer per terms of this agreement.

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 / Veá las instrucciones para más detalles.

All applicants interested in this job offer should apply to their local workforce agency. Applicants should be thoroughly familiarized with all job specifications and terms of employment before being referred to this job offer. This includes job description, work rules, required availability, and physical requirements. Applicants should be provided a copy of the job order to read before making application for the job offer.

Only workers meeting all qualifications required for this job offer, who possess original documents to complete INS Form I-9 making them eligible for employment in the United States, and will be available at the time and place necessary to begin employment should be referred to this job order.

Employers are available for contact Monday thru Friday, from 10am to 4pm. Applicants may submit application to employer by mail or in person or may call employer to schedule appt for interview. Worker may be able to obtain interview on phone but will be required to report to employers place of employment to finalize hiring requirements. Application forms will be available for applicants upon reporting for interview as applicable

Contact Information for Employer: Reids Orchard Inc at phone number = 717-677-7047

Contact Information for SWA: PA Dept of Labor and Industry phone number = 717-787-5436

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

Workers will be required to perform all duties necessary to plant, grow and harvest various herbs, vegetables, fruit (tree & bush), and large vineyard (grape) production. Pre-harvest activities may include staking, tying, pruning, weeding, and any misc duties required to plant and care for produce. Bats will be used to thin tree fruit. Grapes require additional duties such as leaf pulling, training of vines, and an experienced eye to spot pest or disease problems in vineyards. Workers will pick vegetables according to size and degree of maturity. Harvested produce will be placed in field bins. Workers will load these containers onto trucks or trailers for transport from fields. Will discard any rotted or unacceptable produce or unwanted debris before placing in bins. Extreme care not to bruise or damage produce must be taken at all times, including pre-harvest, harvest, and preparation for market. Will pack products to fill orders and maintain stock in storage areas. Will be required to load/unload trucks containing 50 pound bags of soil /additives, other miscellaneous equipment, products, etc. Must be able to operate farm equipment such as tractors, smaller power tools and hand tools. May perform miscellaneous duties such as maintaining grounds & buildings/structures, dig ditches, clear and repair fence rows, & cut wood. Work site must be cleaned daily. Tools and equipment must be maintained. This is a physically demanding job and applicants must be physically able to perform all job duties required by employer.

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 months verifiable on job experience working in grape vineyards/visually detecting pests/disease at early stage.

2. Check all requirements that apply:

- | | |
|--|--|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input checked="" type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input checked="" type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input checked="" 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 / Inclinandose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar 50 lbs./libras | <input checked="" type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

No smoking when working or on work site for any reason. No use of cell phones while working.

| 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 | | | / / |
| | \$ | \$ | | Social Security / Seguro Social | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Weekly / Semanal |
| All duties:fruits,herbs vegetables, vineyards Misc farm labor | \$11.29 | \$ | | Federal Tax / Impuestos Federales | <input checked="" type="checkbox"/> | <input type="checkbox"/> | X |
| | \$ | \$ | | State Tax /Impuestos Estatales | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Bi-weekly/ Quincenal |
| | \$ | \$ | | Meals / Comidas | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | \$ | \$ | | Other (specify) / Otro (especifica) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Monthly/Mensual <input type="checkbox"/> |
| | | | | | | | Other/Otro <input type="checkbox"/> |

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

The employer will deduct any Federal or State Income tax from workers wages as applicable. No deduction, unless required by law, can be made which causes workers earnings to fall below applicable Federal / State minimum wage for the pay period. All work will be paid by employer at the higher of the Adverse Effect Wage Rate (AEWR), the state prevailing wage, any applicable piece rate, the Federal or State minimum wage rate, or the agreed upon collective bargaining agreement wage. If a new AEWR is released during the work contract period, this higher or lower AEWR will become effective for payment, if applicable, on the date specified in Federal Register.

Employer will furnish workers a written pay statement / stub, etc. containing the following information:

A) The workers total earnings for the pay period; **B)** The workers hourly payrate and/or piece rate (provide daily total units if paid by piece rate); **C)** The total hours actually worked by worker, **D)** total hours offered to work by employer; **E)** An itemization of all deductions made from workers wages, if any; **F)** The beginning and ending dates of pay period; **G)** The employers name, complete address, and FEIN.

Other miscellaneous deductions must have the agreement of Worker(s) which may be shown by written authorization or initialing deduction on pay document, which is legal and considered approval by worker. **EXAMPLES:** advance of money, cable for T.V., phone charges, food.

19. Transportation Arrangements / Arreglos de Transportación

Employer will not advance workers transportation & subsistence costs to place of employment. After completing 50% of the work agreement, or sooner, employer will reimburse workers for above transportation costs from workers point of departure to their place of employment.

Upon completion of the work agreement, employer will pay for workers cost of return transportation & subsistence to their point of departure. If worker has subsequent employment, the original employer will pay for transportation costs to this next job unless subsequent employer agrees to pay these travel expenses. The last employer will be responsible for the workers transportation costs to his home.

The amount of travel reimbursement will not exceed the most economical and reasonable transportation charges for the distance involved. The employer reserves the right to arrange for reasonable transportation of his choice. Subsistence will be paid at the minimum amount stated in Federal Register, unless workers have receipts showing their exact cost. Employer is never required to pay over the maximum daily subsistence of \$46.00 as stated in the Federal Register.

Employer will not pay any transportation costs for worker if: **A)** employment eligibility documents are not provided; **B)** worker is discharged for lawful reasons; **C)** worker abandons employment; **D)** worker has previous knowledge that he can not perform all required job duties.

Employer will provide free travel to & from daily work site for workers living in employer housing. Workers will be provided with a name and phone number to use in emergencies or any situation requiring the need to contact employer or other designated person. Workers will also be provided with basic instructions to follow if any type urgent situation arises.

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

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.

KATHERINE M. REID, SECRETARY - TREASURER, REID'S ORCHARD, INC.
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Kath M Reid
Employer's Signature / Firma y Título del Empleador

1/19/2015
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.

ANTICIPATED HOURS OF WORK PER WEEK - GENERAL CONDITIONS

Workers agree to work for employer whenever work is available during the period of employment up to designated number of hours, per day / per week, as listed on ETA 790, unless medical conditions or other excused absence prevent employees ability to work. Additional or overtime hours may be offered.

FIRST WEEK / 40 HOUR GUARANTEE

Employer will provide a worker referred through the SWA Interstate System (40) hours of work, paid at the AEW, for the first week of employment beginning on the start date designated on the ETA 790 or on the amended start date, if applicable. Employers may receive an amended start date by notifying the local employment office at least (10) working days prior to original startdate of the required change in date of need. However, if the worker fails to notify the order-holding office of his continuing interest in the job, (5) to (9) working days prior to date of need, the worker will be disqualified from the first week 40 hour guarantee. The worker may be required to perform alternative work to meet this guarantee.

THREE QUARTER GUARANTEE

Employer guarantees to offer $\frac{3}{4}$ of the total workday hours of job order and all amendments. Hours begin with the first workday after the workers arrival at their place of employment and end when the work agreement is completed. At the end of work agreement, if a worker has been offered less work hours than required by the $\frac{3}{4}$ guarantee, the worker will be paid at the AEW for the hours needed to meet this guarantee. For purposes of this guarantee, a "workday" consists of seven hours, Monday through Friday, and five hours on Saturday. All hours made available for work by employer that worker fails to work plus all hours actually worked are counted toward total hours needed to meet $\frac{3}{4}$ guarantee. The guarantee will be terminated before the end of the employment period if workers services are no longer needed due to acts of god or reasons beyond the control of the employer, or if any worker is terminated for lawful reasons or voluntarily abandons employment prior to end of employment period. Under these circumstances, $\frac{3}{4}$ guarantee will start on date worker began employment and end on date worker is terminated or abandons employment.

50% RULE - EXEMPTION OF 50% RULE

Any applicant physically able, available, and willing to meet all employment conditions is eligible for hire. Without legal cause, this hiring commitment must be continued until completion of 50% of contract. After the 50% point of contract is reached applicant hiring is at the employers discretion.

Exemption from "50% Rule" is permitted only if employer meets the following qualifications: A) employer, during any calendar quarter of the preceding calendar year, uses less than 500 man days of agricultural labor; B) is not a member of an association which has applied for temporary agricultural alien labor; C) is not associated with other employers under this labor program, such as filing under the 'joint employer' status.

DISCLOSURE / TERMS OF EMPLOYMENT

A contractual agreement will be entered into between employer and worker which will disclose the terms of the employment offer. A contract will be provided to H2A workers no later than at the time worker applies for their work visa. For an H2A worker going to subsequent employment, the contract will be provided no later than start of this employment offer. All other workers not required to obtain a work visa, hired through the alien labor program and working same type of employment as the H2A workers, will be provided this contract upon application or hire of job offer by employer. This contract will be provided in the language spoken and understood by the worker. The work contract will contain same terms as provided in the Application for Temporary Employment Certification. If no separate written contract exists between employer and worker, the Application for Temporary Employment, including conditions of job order, will be used as the contractual agreement between employer and worker.

CONTRACT IMPOSSIBILITY

If workers are no longer required due to Acts of God beyond the control of employer, making fulfillment of contract impossible, employer may terminate the work contract. Such events create a contract impossibility as determined by the CO. If the CO confirms contract to be terminated the employer must fulfill $\frac{3}{4}$ guarantee from the start of work contract to the time of its termination. Employer will make efforts to transfer workers, at employers expense, to other employment acceptable to worker and consistent with existing immigration law. Otherwise employer will return worker to original point of departure. Employer must reimburse worker for transportation and subsistence expenses incurred from incoming travel and pay expenses to applicable returning location.

REQUIREMENTS (#16, item 2)

Workers must be able to pass random drug tests at employers descretion. Drug testing is used to reduce on-the-job accidents and injury to workers. Background checks confirm no sexual assault or violent misdemeanor / felony charges. These practices are for the protection of all employers, workers, and families within area of employment. It is the employers intent to maintain a safe and drug free work environment. Any charge not endangering other workers, employers, or personal possessions, is not lawful cause for applicant to be terminated or considered ineligible for hire. Drug tests and background checks, when applicable, are at employers expense.

**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 KATHERINE M. REID Date: 01/19/15
REID'S ORCHARD, INC.

Employer's Signature Kath M Reid

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.

JAN 21 2015

WORKERS SHOULD RESPECT EMPLOYER AND ALL TOOLS HE IS GIVEN TO WORK WITH. WORKER CAN BE TERMINATED FOR EXCESSIVE DESTRUCTION OF THE EMPLOYERS CROPS OR TOOLS. WORKERS MAY ALSO BE TERMINATED FOR NOT OBEYING ANY OF RULES LISTED BELOW.

WORK RULES

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.
2. No use or possession of beer, liquor or unlawful drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing.
3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work."
4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas.
5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas.
7. Workers may not drop paper, cans, bottles and other trash in fields, packing house area, or on housing premises. Trash and waste receptacles must be used.
8. Workers may not take unauthorized breaks from work.
9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.
10. Workers may not enter employer's premises without authorization.

11. Workers may not begin work prior to scheduled starting time or continue working after stopping time.
12. Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.
13. Workers may not deliberately restrict production.
14. Any worker who physically threatens another worker, the farmer or any supervisor with any tool or weapon will be subject to immediate discharge.
15. Workers may be discharged for fighting on the employer's premises, including housing premises, at any time.
16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.
17. Workers will be discharged if they steal from fellow workers or from the employer.
18. Workers may not falsify identification, personnel, medical, production or other work-related records.
19. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees.
20. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc.
22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office.
23. Workers must follow supervisor's instructions.
24. Workers will be required to have drug testing performed at the discretion of the employer.

REQUEST FOR CONDITIONAL ACCESS

Housing is provided by H2A Employer and will be available as stated below

This is to request conditional entry into the Agricultural Clearance Order System for the purpose of transmitting this clearance order to other states in a timely manner for the recruitment of U.S. Workers. I agree that worker housing shall be available for inspection and in compliance with applicable U.S. Occupational Safety and Health Administration regulations no less than thirty days prior to the date of need stated in this order.

Employer Signature

Kath M Reed

JAN 21 2015

AGENCY AND INDEMNITY AGREEMENT

This Agency and Indemnity Agreement entered into by and between Kentucky Tennessee Labor Corp, Inc. (to be referred to as KTL), a consulting firm in the state of Kentucky, for business relating to agriculture and non-agricultural alien labor programs, and REID'S ORCHARD, INC, an employer(s) / company(s) in the state of PA and a Client of KTL consulting firm.

WHEREAS, KTL is qualified of rendering services necessary for Client to obtain domestic and / or foreign workers under the Alien Labor Certification Program for supplementary workers needed in the United States for seasonal and / or peak load employment.

WHEREAS, the Client requests the services of KTL in securing domestic and / or supplementary foreign workers to meet the Client's reasonable or peak load labor requirements for the calendar year beginning January 1, 2015.

THEREFORE, in consideration of payment by the Client of non refundable established dues, federal and state fees, and other miscellaneous costs for services required by KTL and participation in Alien Labor Program by the Client, mutual promises within this Agreement and pursuant to federal regulations related to the H2A/H2B Alien Labor Programs set forth, all parties agree as follows:

A. KT LABOR'S OBLIGATIONS

(1) KTL, Inc., in behalf of its Client and to their best ability, will prepare and process forms as required pursuant to applicable laws and regulations of United States Department of Labor and United States Immigration and Naturalization Service to obtain U.S. workers and / or H-2A / H-2B workers from foreign countries as requested by Client, under Alien Labor Certification process.

(2) KTL, Inc., in behalf of their Clients and to their best ability, will assume responsibility for obtaining qualified agents to process all necessary documents for seasonal employees from foreign countries under the Alien Labor Program when labor is not provided by U.S. state or federal representatives. No recruitment efforts are made by KTL except as required by Alien Labor Program regulations.

(3) KTL, Inc., to the best of their ability and as allowed by government officials, will maintain contact with applicable government agencies necessary for achieving the purpose of this Agreement. KT Labor will act only in the capacity of "Agent" for said employer.

B. THE CLIENTS OBLIGATIONS

(1) The Client agrees to comply timely with all reasonable policies and schedules established by KTL and considered essential for obtaining domestic and / or supplementary labor using the Alien Labor Program.

(2) The Client agrees to comply with all terms and conditions of employment between workers and client per agreement made by KTL, Inc. Agreement is made in behalf of client with all workers related to Alien Employment Certification (Job Order) and relates to all terms of the specific work order. The Client agrees to familiarize himself with terms and conditions of Alien Labor Program and comply with applicable laws and regulations as a certified employer of H-2A or H-2B labor and employer of U.S. seasonal labor.

(3) The Client agrees to comply with all other regulations set forth by the Federal Government pertaining to the Alien Labor Program. Included in particular but not limited to, are: a) pay worker's required wages and benefits, b) make only deductions required by law from worker's paychecks, c) if applicable, provide certified housing, d) timely reimburse applicable transportation and subsistence, e) provide itemized statement of worker paycheck, g) utilize workers for activities certified in job order by USDOL only.

(4) The Client agrees to pay timely any judgment or penalty against Client and to hold harmless KT Labor for judgments entered or arising from Client's violation of applicable laws including job order or work agreement. Client agrees to pay timely attorneys' fees and costs incurred by KTL in defending themselves against above claims. Client acknowledges that laws and regulations governing migrant and seasonal farm labor and supplementary foreign workers are subject to disputed interpretations. The Client agrees any / all claims or litigation instituted against KTL and / or Client, the decision to litigate such claims be determined by KTL. The client agrees final decision be determined by KTL as whether settlements, penalties, attorneys fees, etc., are borne by Client due to alleged action/inaction creating grounds of claim, or by KTL. Terms of this Agreement survive any separation of parties to this agreement.

Kath M Reid
Employer Signature

1/19/15
Date

P. Sowards
P. Sowards, KTL, Inc.

1/19/15
Date

Kentucky Tennessee Labor Corporation, Inc.

JAN 21 2015

ALIEN LABOR JOB ORDER

Date Submitted: 1/19/15

CLASSIFICATION: H2A H2B

REQUEST TO PROCESS FORM:

790

EMPLOYER: Reids OreCorp

AGENT / CONTACT INFORMATION

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1646 Duntreath Drive
Lexington, KY 40504
Phone# = 859-272-4797
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JAN 21 2015