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)
ıvor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

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):
owers Labor Contractors LLC. DBA Growers Labor Services
00 Bering Dr. Suite 801
ıuston, TX 77057

Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador :
8398395

Telephone Number / Número de Teléfono:
12-770-9756

Fax Number / Número de Fax:
7-872-4514

E-mail Address / Dirección de Correo Electrónico:
gdaddington@growerslaborservices.com

Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:
) 2183 New Danville Pike
ancaster, PA 17603

) 400 Long Lane
ancaster, PA 17603

Please see attachment A-1 for map of directions

ır favor, véase el anexo A-1 para obtener un mapa de direcciones

Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:
ousing for workers will be located at:
83 New Danville Pike
ıncaster, PA 17603

ousing includes 6 bedrooms with one bathroom and full cooking/food orage/laundry facilities. The housing has well water rather than city water. It owned by the rancher owner, located on the same property as work site #1 d less than one mile from work site #2.

vienda tiene 6 dormitorios con un baño completo y cocina / almacenamiento alimentos / lavandería. La vivienda dispone de
ıua de pozo en lugar de agua de la ciudad. Su propietario es el dueño ınadero, que se encuentra en la misma propiedad como lugar de ıbajo #1 y menos de una milla del lugar de trabajo #2.

**Employer Attestation: I hereby attest that all housing used by workers mplies with all applicable local, State and Federal Standards.

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

4. SOC (O*NET/OES) Occupational Code / Código Industrial:
45-2092.01
a. SOC (ONET/OES) Occupational Title / Título Ocupacional
Nursery Workers

5. Job Order No. / Num. de Orden de Empleo:
8345334

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):
1016 North Charlotte St.
Lancaster, PA 17603
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).
Eric A. Brobst

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
2/18/2015

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
8/4/2015

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:
From / Desde: 04/082015 To / Hasta: 11/30/2015

10. Number of Workers Requested / Número de Trabajadores Solicitados:
5

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total:

Sunday / Domingo	0	Thursday /Jueves	8
Monday / Lunes	8	Friday / Viernes	8
Tuesday / Martes	8	Saturday / Sábado	0
Wednesday / Miércoles	8		

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:
8:00 am thru 5:00 pm

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

Employer / Empleador: Yes / Si ☐ No x

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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.

Housing has appropriate food storage and preparation facilities for worker to prepare own food. Worker will be provided free transportation to the grocery and other stores weekly. Laundry facilities are available.

Housing is clean and in good conditions. Worker will be responsible for maintaining housing neat and clean. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. If both Male and Female workers are hired, separate toilet, shower facilities, and sleeping rooms will be provided by the employer.

Vivienda cuenta con almacenamiento de alimentos y los medios de preparación de los trabajadores para preparar su propia comida. Los trabajadores se proporcionará transporte gratuito a la tienda de comestibles y otras tiendas semanales. Servicio de lavandería están disponibles.

La vivienda es limpio y en buenas condiciones. Los trabajadores serán responsables de mantener la vivienda limpia y ordenada. Si ambos generos estaran contractados, se provee baños y cuartos para dormir separados los hombres de las mujeres. Vivienda y servicios se ofrecen sin costo alguno para los trabajadores que no pueden regresar a su lugar de residencia el mismo día.

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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.

plicants or referral agencies must contact Thomas A. Haas to request an application which can be completed in person, mailed or faxed to the employer. applicants will be contracted within 48 hours when possible to continue application process.

mpany contact: Thomas A. Haas
dress: 2183 New Danville Pike, Lancaster, PA 17603
lephone: (717) 989-4271 FAX: (717) 872-4514
ice Hours: 8:00 A.M.-5:00 P.M. Monday- Friday

licantes deben hablar con Thomas A. Haas para pedir una aplicacion que puedan completar en oficina o mandar por fax. Aplicantes seran llamador para guir proceso aplicacion entre 48 horas cuando posible.

ra aplicar para este trabajo, comuniguese con Thomas A. Haas en persona o por correo: 2183 New Danville Pike, Lancaster, PA 17603.
r telefono: (717) 989-4271 FAX: (717) 872-4514
rario de oficina: 8:00 A.M.-5:00 P.M. Lunes a Viernes

Job description and requirements / Descripción y requisitos del trabajo:

Use hand tools and other equipment for the planting of fruit trees, mulching of newly planted trees, harvesting fruit and removal of trees for replanting. Workers will be establishing trellis systems. Pruning of Apples, each, cherry, plum, and apricot. Select fruit for correct size and color for harvesting. Must use safety recaution at all times to avoid crop damages and personal injury. Work in varied weather conditions, in the eat as well as wet. Applicant must be able to lift 50 pounds and carry 40 pounds for (8) eight hours. mployer will furnish without cost all tools and equipment required to perform the duties assigned. Workers must have a minimum of 3 months experience in related field in order to perform the tasks described.

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

Check all requirements that apply:

Certification/License Requirements / Certificación/Licencia Requisitos
Driver Requirements / Requisitos del conductor
Employer Will Train / Empleador entrenará o adiestrará
Extensive Sitting / Estar sentado largos ratos
xposure to Extreme Temp. / Expuesto a Temperaturas Extremas
ifting requirement / Levantar o Cargar 50 lbs./libras
Repetitive Movements / Movimientos repetitivos

☐ Criminal Background Check / Verificación de antecedentes penales
☐ Drug Screen / Detección de Drogas
x Extensive Pushing and Pulling / Empujar y Jalar Extensamente
x Extensive Walking / Caminar por largos ratos
x Frequent Stooping / Inclinándose o agachándose con frecuencia
☒ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

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

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Sí	No	Pay Period / Período de Pago / /
each	$ 11.29	$	n/a	Social Security / Seguro Social	x	❑	Weekly / Semanal
pple	$ 11.29	$		Federal Tax / Impuestos Federales	x	❑	x
		$		State Tax /Impuestos Estatales	x	❑	Bi-weekly/ Quincenal
		$		Meals / Comidas		x	❑
		$		Other (specify) / Otro (especifica)	❑	x	Monthly/Mensual ❑
							Other/Otro ❑

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

'A

Transportation Arrangements / Arreglos de Transportación

ree transportation will be provided to workers between the employer-provided housing and the work site and ack on a daily basis.

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. 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 x

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?

. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si x No ☐

. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si x No ☐

. 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 X No ☐

. 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".)

one/Ninguno

. 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".)

one/Ninguno

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

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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/Si X No ❑

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.

Gerald D. Addington Owner

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

Employer's Signature / Firma y Título del Empleador

1/22/2015

Date / Fecha

EAD 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 ›gether employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or uthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center onstitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

EA 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 ›ro 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 ıs 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 ferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

'UBLIC BURDEN STATEMENT

'he 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 esponse, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of nformation unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this ›urden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training \dministration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

)ECLARACION DE CARGA PÚBLICA

.a 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 ninutos 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 esponder 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 :onfidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S.)epartment of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

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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 **Gerald D Addington** Date: 1/22/2015

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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Attachment to ETA-790 Company: Growers Labor Contractors LLC DBA Growers Labor Services

Job Order Number:

Job Title: 45-2092.02 Farm workers and Laborers, Crop

Item 2: Directions to worksite:

2 worksites both are orchards on the company's property as shown on ETA-790. The second is located less than 1 mile from the first location. Travel time is less than 5 minutes. See map as attachment A-1.

2 lugares de trabajo, tanto en huertos son propiedad de la empresa, como se muestra en ETA-790. El segundo se encuentra a menos de una milla de la primera ubicación. El viaje dura menos de 5 minutos. Ver mapa como archivo adjunto A-1.

Direction to the Housing:

Location: 2183 New Danville Pike
Lancaster, PA 17603

Directions: Start going West on Long Ln/PA-741 towards Marticville Rd/PA-324. Take the 2nd left onto Danville Pike. Location is on the Left.

Vivienda para 4 trabajadores se encuentran en:
2183 New Danville Pike
Lancaster, PA 17603

Comience yendo hacia el oeste en Long Ln/PA-741 hacia Marticville Rd/PA-324. Tome la segunda a la izquierda en Danville Pike. La ubicación es en la izquierda.

3b - Family Housing

Family housing is made available when the prevailing practices in the area. It is not the prevailing practice in this area.

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3c-Conditional Access Request:
Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards no later than 30 days prior to the date of need reflected on the attached ETA-790.

Workers may be reached at the following address and phone number:
Address: 2183 New Danville Pike Lancaster, PA 17603
Telephone Number: (717) 989-4271

Item 11: Anticipated Hours of Work
8 hours per day 5 days per week. Actual hours depend upon weather and maturity of the crops. 40 hours is the average work week. Due to crop or weather conditions worker may be requested, but not required to work on Sundays, if it is the worker's Sabbath.

Item 17: Wage Rates, Special Pay Information and Deductions:

Activities include the following:

(a) Crop activities include harvesting of fruit: Apples and Peaches
(b) The actual Wage Rates are: $ 11.29
- This is the minimum rate of pay for harvest workers in this crop. **Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of said increase.**
- **The employer attests that it will offer a wage rate that is the highest of the AEWR, the Prevailing Wage or Piece Rate, the agreed-upon collective bargaining agreement wage or the Federal or State minimum wage.**

c. Domestic workers will have the following statutory deductions made from their paychecks: *(Trabajadores domesticos tend ran los siguientes deducciones de su pago, segun los requerimientos de la ley)*
- FICA and Medicare
- Federal & State Tax Withholding (in the percentages they request)
- Housing or Meals: None/Ninguno (will purchase and prepare own meals)

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d H2A (temporary foreign) workers will have the following deductions made from their checks *(Trabajadores del programa H2A tendran los siguientes deducciones de su pago segun los requerimentos de la ley)*

Fica/Medicare: None/ninguno
Federal/State Withholding: None/Ninguno
Housing or Meals: None/ Ninguno (will purchase and prepare own meals)

Domestic workers will have State and Federal Unemployment Insurance Taxes paid on their wages in accordance with applicable law.

H2A workers will not be covered or entitled to Unemployment Insurance benefits as provided by law.

ALL workers will be covered by the same Worker's Compensation Insurance and treated equally in the case of any industrial injury or illness.

Employer Attestation: The annual Certificates of Coverage for Liability and Workman's Compensation which is set to expire during the contract period shall be renewed prior to the expiration date and employer attests there will be no break in coverage.

e. Payroll checks will be issued weekly. Workers will be paid on Friday for the prior period of work and will be provided with an earnings statement, which contains, at a minimum, the hours offered and actually worked, total earnings, piece-rates/numbers of units and all deductions. The statement will comply with 20 CFR 655.122(j) through (m).
f. Employer guarantees to offer employment for a minimum of ¾ of the workdays of 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 extension thereof. In the case of an Act of God, the ¾ guarantee period ends on the date of termination.
g. The PA Bureau of Workforce Development Partnership will be notified at least 10 days in advance of the original start dates if there is a change in the start dates. Failure to notify the Order Holding office of a change in need will result in the employer providing the worker with 40 hours of work starting with the date of need
If a worker referred through the Interstate Clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above mentioned assurance.

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First Week Wage Guarantee:

The employer will provide all workers referred through the Clearance System the number of hours of work for the week beginning with the anticipated date of need (unless it is necessary to amend the date of need which will be done at least 10 working days prior to the original date of need) by notifying the order holding office . The employer guarantees the wages beginning with the first week wages of $ 11.29 per hour for 40 hours for a total of $ 451.60

Earnings Records and Statements

Please add the following statement to Item 10 of the ETA-790 Attachment under "Earnings Records & Statements":

All records must be available for inspection and transcription by the Secretary or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation (an Entry of Appearance as Attorney or Representative, Form G–28, signed by the worker, or an affidavit signed by the worker confirming such representation).

Item 19: Transportation

A. Transportation Assurances

B. Transportation Subsistence, Inbound/Outbound and Local Arrangements

This employer will reimburse the workers for transportation subsistence expenses at least **$11.58** per 24 hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice.) (if receipts for expenses are not provided) as indicated in 20 CFR 655.122 (h) and CFR 20 655.173(a). If receipts are provided reimbursements will be made of up to **$46** per day.

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICCC) in-bound transportation (if and where it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employers work site from the recruitment site when the worker completes 50% of the work period.

(Outbound) transportation from place of employment: 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

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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 not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer will provide or pay for such expenses. 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 worksite to such subsequent employer's worksite, 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 §655.135(d) of this subpart with respect to the referrals made after the employer's date of need.
Free transportation will be provided workers between the employer-provided housing and the worksite and back on a daily basis. The housing and worksite are located on the same property.

C. **Workers who voluntarily quit or are terminated for cause prior to completing 50%** If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and the employer notifies the NPC, and DHS in the case of an H–2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker under this section, and that worker is not entitled to the three-fourths guarantee. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer.

D. **After worker has completed 50%** of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the work-site. In case of subsequent employment with another employer who agrees to pay such costs, in which the employer will only pay for the transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

E. **Upon completion of the work contract**, employer will pay reasonable costs of return transportation and subsistence in accordance with current rates published in the Federal Register (currently no less than **$11.58** per day without receipts and up to **$46.00** _ per day with receipts as the maximum amount to be reimbursed. (Per 20 CFR 655.173.)

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F. Contract Impossibility

Contract impossibility. If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must:

(1) Return the worker, at the 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 must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

Other Assurances and Clarifications

Employer Furnished Tools and Equipment: The employer agrees to abide by the regulations at 20 CFR 655.135 Assurances and 20 CFR.653.501.210 CFR 655.135(e) the employer will comply with all applicable Federal, State, and local laws and regulations, including health and safety laws.

Training: Training will be provided for 1 day followed by observation and individual training. Workers will receive an orientation explaining their rights and responsibilities by the AZ DES State Migrant Seasonal Outreach Team during the first two days of employment. Follow-up as necessary to ensure personal safety and to prevent unnecessary loss of product.

Production Standards: Workers must be able to perform the job and its requirements. 2 days is considered a reasonable period of breaking in for each task group and will be monitored for

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support and on-the-job training as needed. The production standards include keeping up with the pace of the crew and proper application of tasks.

Agricultural Work Agreement: A copy of the agricultural work agreement, which includes the Company & Worker Code of Conduct, the ETA-790 and appropriate attachment information will be provided to each guest worker no later than the day the leave for the American Consulate to obtain their Visa and for each domestic worker no later than the date the work commences.

ETA-790 Attachment Signature

The employer has provided the information submitted and authorized the agent to sign all attestations and documents on his behalf due to time constraints and the perishable nature of the products being produced and marketed.

Gerald D. Addington — 1/21/15 — 01/21/2015

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mapquest

Trip to:
400 Long Ln
Lancaster, PA 17603
0.70 miles / 1 minute
Notes

Give it
GARMIN
Start Now

2183 New Danville Pike, Lancaster, PA 17603-9670

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1. Start out going north on **New Danville Pike** toward **Long Ln**. Map — **0.3 Mi** *0.3 Mi Total*

2. Take the **1st right** onto **Long Ln**. Map — **0.4 Mi** *0.7 Mi Total*
If you reach Millersville Rd you've gone about 0.3 miles too far

3. **400 LONG LN is on the right.** Map
Your destination is just past Marticville Rd
If you reach Millwood Rd you've gone about 1.0 mile too far

400 Long Ln, Lancaster, PA 17603

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