U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

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):

ML Farm Systems Inc.
711 S Oak Street
Iowa Falls, IA 50126

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

26-4392085

b) Telephone Number / Número de Teléfono:

641-648-2550

c) Fax Number / Número de Fax:

641-648-4072

d) E-mail Address / Dirección de Correo Electrónico:

~~maurciol@mlfarms.com~~ mauriciol@mlfarms.com

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

3304 Mountain Road
Hamburg PA 19526

Directions: From Harrisburg, PA head south on N 6th St toward Reily St, turn left at the 1st cross street onto Reily St, turn left onto N 7th St, turn right onto Maclay St, use the left 2 lanes to turn left onto US-22 W, use the right 2 lanes to take the US-322 E/I-81 N/I-78 ramp to Hazleton/Allentown, follow I-81 N and I-78 E to Mountain Rd in Upper Bern Township. Take exit 23 from I-78 E, merge onto I-81 N/US-322 E, keep left at the fork to continue on I-81 N, follow signs for I-78/Hazleton/Allentown, use the right 2 lanes to take exit 89 for Interstate 78 E toward Allentown, continue onto I-78 E, take exit 23 toward Shartlesville, continue on Mountain Rd to your destination, turn left onto Mountain Rd, turn left.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

Scottish Inn
35 Roadside Drive
Shartlesville, PA 19554

Directions: From Harrisburg, PA head south on N 6th St toward Reily St, turn left at the 1st cross street onto Reily St, turn left onto N 7th St, turn right onto Maclay St, use the left 2 lanes to turn left onto US-22 W, use the right 2 lanes to take the US-322 E/I-81 N/I-78 ramp to Hazleton/Allentown, follow I-81 N and I-78 E to Mountain Rd in Upper Bern Township. Take exit 23 from I-78 E, merge onto I-81 N/US-322 E, keep left at the fork to continue on I-81 N, follow signs for I-78/Hazleton/Allentown, use the right 2 lanes to take exit 89 for Interstate 78 E toward Allentown, continue onto I-78 E, take exit 23 toward Shartlesville, drive to Roadside Dr, turn right onto Mountain Rd, turn right onto Old U.S. 22, turn right onto Roadside Dr, destination will be on the left.

a) Description of Housing / Descripción de la vivienda:

Licensed and permitted motel.

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

4. SOC (O*NET/OES) Occupational Code / Código Industrial:

45.2099.00

a. SOC (ONET/OES) Occupational Title / Título Ocupacional

Agricultural Workers, All Other

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

9714478

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):

1920 Kutztown Road
Reading, PA 19604

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).

William Bartolomucci

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

10/14/2016

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

01/10/2016

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:

From / Desde: 11/22/2015 To / Hasta: 02/28/2016

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

36

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40

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

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:

None.

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

Employer / Empleador: ML Farms Yes / Si ☒ No ☐

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

The employer will provide the workers with 3 meals a day and deduct $11.86 per day.

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15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Referrals will be accepted from any source. Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc.
May Submit an application and resumes to our office on 711 S Oak Street, Iowa Falls, IA 50126 or call ML Farm Systems at 641-648-2550 or the local Workforce Development Office during regular hours.

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

On farms, building and repairing livestock buildings. Placing concrete walls and sidewalks, buildings and repairing and installing curtains, installing feed tanks, feeder and feed lines. Tin sheeting walls, install doors, caulk structures, and clean site. 3 months experience of livestock equipment installation/repair required. Must be able to lift and carry 75lbs for 75 yards.

En las granjas, haciendo construccion y reparacion de edificios para el ganado. La colocacion de concreto para las paredes y banquetas, construccion y reparacion de paredes dañadas y armadura, reparacion de instalaciones cortinas, tanques de alimentacion, lineas de alimentacion. Instalacion de paredes de laminas, instalar puertas, estructuras de masilla, y la limpieza del lugar. 3 meses de experiencia de instalacion/reparacion de equipo de granaderos requerida.

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

2. 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
- ☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 75 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☐ Drug Screen / Detección de Drogas
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

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17. 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 / /
Construction of Livestock Buildings	$ 11.29	$		Social Security / Seguro Social	☒	☐	Weekly / Semanal ☐
	$	$		Federal Tax / Impuestos Federales	☒	☐	
	$	$		State Tax /Impuestos Estatales	☒	☐	Bi-weekly/ Quincenal ☒
	$	$		Meals / Comidas	☒	☐	
	$	$		Other (specify) / Otro (especifica)	☒	☐	Monthly/Mensual ☐
							Other/Otro ☐

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

None

19. Transportation Arrangements / Arreglos de Transportación

The employer will provide advance transportation for a reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) for inbound transportation (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for the transportation cost and subsistence to the employer's work site when the worker completes 50% of the work period.

The employer will also provide advance subsistence at a minimum amount of $11.86 per 24-hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the workers completes 50% of the work period.

See ETA 790 Attachments.

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20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☒ No ☐

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

$11.29 per hour for all Worksites.

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

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

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?

Yes/Si ☒ No ☐

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

None

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

None

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

Yes/Si ☒ 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.

Mauricio Luna, President

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

Employer's Signature / Firma y Título del Empleador

10-06-15

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.

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

See ETA 790 Attachments.

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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 Mauricio Luna Date: 10-06-15

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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Attachments to ETA 790

Job Order Number _____

ITEM 1-EMPLOYER'S NAME AND ADDRESS
ML Farm Systems Inc.
711 S Oak St
Iowa Falls, IA 50126

ITEM 2- LOCATION AND DIRECTIONS TO WORK SITE:
The work site is located at:
3304 Mountain Road
Hamburg PA 19526

Directions: From Harrisburg, PA head south on N 6th St toward Reily St, turn left at the 1st cross street onto Reily St, turn left onto N 7th St, turn right onto Maclay St, use the left 2 lanes to turn left onto US-22 W, use the right 2 lanes to take the US-322 E/I-81 N/I-78 ramp to Hazleton/Allentown, follow I-81 N and I-78 E to Mountain Rd in Upper Bern Township. Take exit 23 from I-78 E, merge onto I-81 N/US-322 E, keep left at the fork to continue on I-81 N, follow signs for I-78/Hazleton/Allentown, use the right 2 lanes to take exit 89 for Interstate 78 E toward Allentown, continue onto I-78 E, take exit 23 toward Shartlesville, continue on Mountain Rd to your destination, turn left onto Mountain Rd, turn left.

ITEM-3 LOCATION AND DESCRIPTION OF HOUSING:
Scottish Inn
35 Roadside Drive
Shartlesville, PA 19554

Directions: From Harrisburg, PA head south on N 6th St toward Reily St, turn left at the 1st cross street onto Reily St, turn left onto N 7th St, turn right onto Maclay St, use the left 2 lanes to turn left onto US-22 W, use the right 2 lanes to take the US-322 E/I-81 N/I-78 ramp to Hazleton/Allentown, follow I-81 N and I-78 E to Mountain Rd in Upper Bern Township. Take exit 23 from I-78 E, merge onto I-81 N/US-322 E, keep left at the fork to continue on I-81 N, follow signs for I-78/Hazleton/Allentown, use the right 2 lanes to take exit 89 for Interstate 78 E toward Allentown, continue onto I-78 E, take exit 23 toward Shartlesville, drive to Roadside Dr, turn right onto Mountain Rd, turn right onto Old U.S. 22, turn right onto Roadside Dr, destination will be on the left.

Housing will comply with the local, State or Federal Housing Standards. Reasonable repair cost of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. No smoking inside the housing.

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No alcohol inside or outside the housing. Workers must be fully clothed (shirt and pants) at all times when outside the housing. Workers must be polite and cooperative with neighbors and management of housing location. Workers will not maintain any romantic or sexual relationship with any person in their housing complex. Workers must maintain outside premises free of debris and trash at all times and the inside of the housing clean. Workers are to report any external or internal damages to housing within twenty-four hours. Deductions will also be made for cleaning when necessary, filthy conditions or disgusting circumstances. 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.*

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 29 reflected on the attached ETA 790.

Workers may be reached at the following address and phone number:

ADDRESS: 711 South Oak Street
Iowa Falls, IA 50126

PHONE NUMBER: 641-641-2550

ITEM 11- ANTICIPATED HOURS OF WORK:
_8__ Hours per day is normal. The worker may be requested but not required to work on the Sabbath or federal holidays depending upon the conditions in the fields or orchards, weather and maturity of the crop.

ITEM 14- BOARD ARRANGEMENTS: (Check Appropriate Item(s)

__X__ Employer will provide 3 meals per day and deduct $ __11.86__ per day.

_____ Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries.

ITEM 15- REFERRAL INSTRUCTIONS: (Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)
See ETA 790 which states: Referrals will be accepted from any source. Applicants may contact our office or the local Pennsylvania Workforce Development Office during regular hours.

Applicants, Workforce Agency Personnel, Walk-in, Gate Hires, etc., may:
_X_ Call for an interview during normal business hours at the number listed on the ETA 790. You may contact **Mirsa Benavides** Monday through Friday between 9:00 am to 4:00 pm.
_X_ Report to the farm office or worksite listed on the ETA 790.

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___ Other (describe)_____

_____

_____

ITEM 17- WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:

(a) The Company wage is the Adverse Effect Wage Rate of $ 11.29 the prevailing hourly wage rate or piece rate, or the federal minimum wage rate, whichever is and will be the minimum rate of pay because it is the greatest. 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 the increase. If the worker's piece rate earnings for a period result in an average hourly earnings of less that the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

(b) The employer will abide by 20 CFR 655.120(a) so that if there is an adjustment to the prevailing hourly or piece rate during the contract, the employer will pay the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage.

This job offer includes the following crop activities and rates of pay per unit: (Include all crops and activities not listed on ETA 790, Item 9)

_____N/A_____

(c) The following deductions will be made:

_X_ Taxes, if applicable under Federal, State, and local law from U.S. Workers;

___ FICA Taxes ___ FUTA Taxes ____ Federal Income Tax Withholding

_X_ Advances;

_X_ Meals;

_X_ Willful destruction of property;

____ Other (Specify) ___State Taxes_____

No deductions will me made which would bring the employee's hourly wage below the Federal Minimum Wage.

(d) The employer will ____, will not _X_, pay the worker a bonus of $ _____, based on Quality Picking _____ End of Season_____ Other _____
Anticipated date by which payments will be made: _____

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 dates specified in the work contract or extensions thereof. In Act of God termination, the ¾ guarantee period ends on the date of termination.

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(e) Payroll Periods will be ____ Weekly : _X_ Bi-Weekly. Workers will be paid every other week and will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, piece rate/s number of units (if piece rates are used), and all deductions. The statements will comply with 22 CFR 655.122 (j)-(m).

(f) Employer will provide a worker referred through the interstate clearance system _40_ hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no longer than ten (10) days before the date of need. If employer fails to notify the order holding office, then employer shall pay an eligible worker referred through the clearance system $_451.60, for the first week starting with the originally anticipated date of need. Employer will_X_, will not ____ require worker to perform alternative work if the guarantee cited in this section invoked. Alternated work may be provided if the guarantee cited in this section is invoked. The alternate work pay will be: general farm labor for $11.29 per hour.

If worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above-mentioned assurance.

ITEM 19- TRANSPORTATION ARRANGEMENTS:

The employer will provide advance transportation for a reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) for inbound transportation (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for the transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

The employer will also provide **advance** subsistence at a minimum amount of $_$11.86_ per 24-hour period of travel from the place of recruitment to the place of employment (if it is the prevailing practice).

Worker who provide receipts for meals and non-alcoholic beverages in excess of $__N/A__ will be reimbursed during the first pay period, up to the maximum amount $__N/A__ per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice).

Workers who voluntarily quit or are terminated for cause prior to completing 50% percent of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were advance and/or reimbursed to the worker.

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 place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (travel reimbursement will be the minimum amount of $11.86 per 24-hour period of travel

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and the maximum amount will be $46.00 per day) from the place of employment to the place recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such cost, in amount of transportation payment will be equal to the most economical and reasonable similar. Free transportation will be provided from housing location to the work site and return each day.

OTHER CLARIFICATIONS AND ASSURANCES:

WORKERS COMPENSATION: The employer agrees to renew its workers compensation prior to its expiration, if it expires during the contract period.

FARM LABOR CONTRACTOR CERTIFICATE: If the employer is a farm labor contractor, then the employer agrees that it will renew its farm labor contractor certificates prior to their expiration.

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) Commits Serious Acts of Misconduct including: 1) Criminal Acts; 2) Dishonesty and/or Theft; 3) Willful destruction of property, including tools and housing; 4) Insubordination meaning a disregard of or disobedience to an employer's instructions; 5) Failure to follow safety standards; 6) Persistent tardiness; and 7) Negligent and/or reckless performance of job duties.; or (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

Workers who voluntarily abandon employment or are terminated for cause, and the employer provides timely notification to National Processing Center and Department of Homeland Security; will relieve the employer of subsequent transportation, subsistence cost and the three-fourths guarantee.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work. Crews will be responsible for vans, tools and equipment assigned to them. Deductions will be taken for lost tools, misuse causing damage and destruction of tools and equipment. Vans must be kept clean and deductions will be made for necessary cleaning, damages due to misuse, and reckless operation.

TRAINING: Training will be provided for __0__ days and workers will be allowed _0_ days to reach the production standards of the activity.

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PRODUCTION STANDARDS: Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: (List the production standards for each activity if production standards are applicable). N/A

INJURIES: The employer will provide workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

EMPLOYER OBLIGATION IF EMPLOYMENT IS EXTENDED: No employment beyond the period of employment specified in the job order shall relieved the employer from paying wages already earned, or , if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order holding 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.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

CONTRACT IMPOSSIBILITY: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer assures that the three-fourths guarantee will be fulfilled for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also assures that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and, where applicable, consistent with existing immigration laws.

In situations where a transfer is not affected, the employer will return the workers 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 his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment, and pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment.

The amounts the employer will pay for subsistence expenses shall be a minimum of $11.86 per day and a maximum of $ 46.00 per day for workers with documentation of actual expenses. 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. The requirement will be nullified if the worker has contracted with a subsequent employer who has agreed to provide or pay

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for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite

PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

AGRICULTURAL WORK AGREEMENT: The employer will provide to an H-2A worker, no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the worker in a language understood by the worker as necessary or reasonable. For an H-2A worker going form an H-2A employer to a subsequent H-2A employer the copy must be provided not later than the time an offer of employment is made by the subsequent H-2A employer. At a minimum, the work contract must contain all of the provision required by departmental regulations at 20 CFR sec. 655.122. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of the job order and the certified Application for Temporary Employment Certification will be the work contract.

NUMBER OF WORKERS: The employer expects the total number or workers to be used in this occupation to be 36, of which 36 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and workers availability.

OTHER: The employer agrees to abide by the regulations at and 20 CFR 653.501. The working conditions will 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 is an Equal Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits and working conditions as those which the employer offers or intends to offer to non-immigrant workers. This contract shall be interpreted and governed by the applicable Federal and State pertaining to the State of Pennsylvania. Any disputes arising from compliance with the laws and regulations stated herein that proceed to State and/or Federal Court shall be brought in the State of Pennsylvania.

EARNINGS RECORDS: In accordance with Department regulations at 20 CFR sec. 655.122(k),: The employer will furnish to the worker on or before each payday in on ore more written statements the following information:

1. The worker's total earnings for the pay period;
2. The worker's hourly rate and/or piece rate of pay;
3. The hour of employment offered to the worker(showing offers in accordance with the Three-Fourth guarantee as determined in paragraph (i) of this section, separate for any hours offered over and able the guarantee);
4. The hour actually worked by the worker;
5. An itemization of all deductions made from the worker's wages;

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6. If piece rate are used, the units produced daily;
7. Beginning and ending dates of the pay period; and
8. The employer's name, address, and FEIN.

FIFTY PERCENT RULE: In accordance with Department regulations at 20 CFR sec. 655.135(d): From the time the foreign workers depart for the employer's place of employment, the employer will provide employment to any qualified, eligible U.S. worker who applies to the employer until 50 percent of the period of the work contract had elapsed. Start of the work contract timeline is calculated from the first date of need stated on the Application for Temporary Employment Certification, under which the foreign worker who is in the job was hired.

ASSURANCES AND OBLIGATIONS: The employer hereby provides written assurance that the employer agrees to follow all of the assurances and obligations set forth in 20 CFR sec 655.135.

H-2A LABOR CONTRACTOR-FLC AND FLCE CERTIFICATES: The employer hereby provides written assurance that the employer will renew FLC and FLCE Certificates for registration prior to its expiration.

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