



**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):

Bonnie Plant Farm
C/O Wesley Pennington
900 Limekiln Rd
New Cumberland, PA 17070

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

63-0207695

b) Telephone Number / Número de Teléfono:

(334) 657-2247

c) Fax Number / Número de Fax:

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

wesley.pennington@bonniesales.com

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

From Harrisburg, take I-83 south via ramp to York, take exit 40A for Limekiln Rd, turn right at Limekiln Rd and go to 900 Limekiln Rd New Cumberland, PA 17070.

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

From Harrisburg, head southwest on N7th, turn left onto State Street, continue to Walnut Street, turn right onto Canby Street, turn right onto Market St Rd and go to 3010 Market St. Rd Apt. 1 then continue to 3012 Market St Rd Apt. 5 Harrisburg, PA 17109 - Rental Apartments

Housing will comply with local, State and Federal Standards.

a) Description of Housing / Descripción de la vivienda:

2 -2 bedroom apartments

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

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

45-2092.00

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

Form worker Crop Labor

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

9873602

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

PA Careerlink, York County
841 Vogelsong Rd, York, PA 17404

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 Thorrr 717-767-7600

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

12/31/15

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

4/23/16

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

From / Desde: **02/08/2016** To / Hasta: **7/8/2016**

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

6

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 36

Sunday / Domingo _____ Thursday / Jueves ⁶ _____
Monday / Lunes ⁶ _____ Friday / Viernes ⁶ _____
Tuesday / Martes ⁶ _____ Saturday / Sábado ⁶ _____
Wednesday / Miércoles ⁶ _____

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

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

Employer / Empleador: Yes / Si No

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.

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.

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.

All U.S. candidates will be advised of the availability of entire contract period, and of the terms, conditions, and nature of the employment offered. Telephone interviews may be made by contacting Wesley Pennington at (717) 774-2674 and candidate may apply directly.

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

Workers will assist in the cultivation, planting, spraying, digging, fertilizing, and pruning plants on land pertaining to the farm. Workers will assist in loading and transporting the plants to storage areas. Workers will assist in cleaning and maintaining of the equipment and the general area including fences, water tanks, and will assist in preparing plants for storage and shipping. Workers must be physically able to bend and stoop for long periods of time. Able to stand on feet for long periods of time. Physically able to meet and perform all other job specifications. Plants consist of tomatoes, peppers, cabbage, lettuce, and cauliflower.

Trabajadores ayudaran en la cultivacion, plantando, rociando, cavando, fertilizando, y cortando plantas en la tierra que pertenece a la finca. Ayudando en cargando y transportando las plantas hasta el area de almacenaje. Trabajadores ayudaran en la limpieza y mantenimiento del equipo y el area general, incluyendo cercos y tanques de agua, ayudando en la preparacion de las plantas para almacenamiento y transportar. Trabajadores deben tener la habilidad fisica de doblar y agacharse por tiempos largos. Abilidad de pararse de pie por tiempos largos. Abilidad fisica de satisfacer y hacer todos los requisitos del trabajo. Plantas consisten de tomate, chiles, repollo, lechuga, y coliflor.

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:

- | | |
|---|---|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input 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 <u>70</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

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

| Crop Activities | Hourly Wage | Piece Rate / Unit(s) | Special Pay (bonus, etc.) | Deductions* | Yes/Sí | No | Pay Period / Período de Pago |
|--------------------------|------------------|-----------------------------|-------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Cultivos | Salario por Hora | Pago por Pieza / Unidad(es) | Pagos Especiales (Bono, etc.) | Deducciones | | | / / |
| Planting crops | \$ 11.29 | \$ | | Social Security / Seguro Social | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Weekly / Semanal |
| Cultivating | \$ 11.29 | \$ | | Federal Tax / Impuestos Federales | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Cleaning and Maintenance | \$ 11.29 | \$ | | 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 |
| | | | | | | | Other/Otro |
| | | | | | | | <input type="checkbox"/> |

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

(a) The Adverse Effect Wage Rate of \$ 11.29, the prevailing hourly wage rate or piece rate, agreed-upon collective bargaining wage, or the Federal or State minimum wage rate, whichever is greatest, will be the minimum rate of pay. 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 pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

(b) The following deductions will be made:
 Taxes, if applicable under Federal, State, and local law from U.S. Workers; FICA Taxes FUTA Taxes Federal Income Tax Withholding
 Advances;
 Meals;
 Willful destruction of property;
 Other (Specify) Deductions will be made for willful destruction of property

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

(c) The employer will will not pay the worker a bonus of \$ _____ based on Quality Picking _____ End of Season _____ Other _____
 Anticipated date by which payments will be made: _____

(d) Employer guarantees to offer employment for a minimum of 3/4 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 extensions thereof, in Act of God termination, the 3/4 guarantee period ends on the date of termination.

(e) Payroll Periods will be Weekly; Twice Monthly. Workers will be paid on Friday (day of the week) each payroll period and will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, piece rates / number of units (if piece rates are used), and all deductions. The statements will comply with 20CFR 655.122(j)-(m).

(f) Employer will provide a worker referred through the interstate clearance system 36 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 later than 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 \$ 11.29 P/H, for the first week starting with the originally anticipated date of need. Employer will will not require worker to perform alternative work if the guarantee cited in this section is invoked. Alternate work may be provided if the guarantee cited in this section is invoked. The alternate work and pay will be: Cleaning and Maintenance 11.29 P/H

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.

19. Transportation Arrangements / Arreglos de Transportación

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation (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 worker completes 50% of the work period.

The employer will also provide advance subsistence at a minimum amount of \$ 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 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 of \$ 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% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were advanced 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 subsistence will be the minimum amount of \$ 11.86 per 24-hour period of travel and the maximum amount will be

\$ 46.00 per day) from the place of employment to the place of 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 costs, in which case 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.

Free transportation will be provided from the housing location to the work site and return each day.

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 / Ninguno

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 / Ninguno

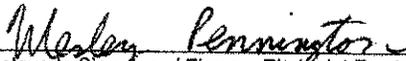
26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

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.

Wesley Pennington - Manager

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


Employer's Signature / Firma y Título del Empleador

12/02/2015

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.

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; 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.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

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

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):

50% RULE EXEMPTION ___ Applies ___X_ Does not Apply. When applicable, the employer did not, during any calendar quarter, use more than 500 man-days of agricultural labor, is not a member of an association which has applied for alien labor, and has not "associated" with other employers applying for alien labor.

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 EXTENDED: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, 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 employer will terminate the work contract of any worker whose services are no longer required due to an act of God. In the event of such termination, the employer will be bound by the three-fourths guarantee from the first workday after arrival to the date of termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law as applicable.

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: A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences.

NUMBER OF WORKERS: The employer expects the total number of workers used in this occupation to be 6 , of which 6 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 worker availability.

OTHER: The employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, 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 Employment 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.

**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 Wesley Pennington Date: 12/2/2015

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.

Bonnie Plant Farm
C/O Wesley Pennington
900 Limekiln Rd
New Cumberland, PA 17070
(334) 322-5739

December 02, 2015

Bureau of Workforce Development Partnership
Pennsylvania Foreign Labor Certification
12th Floor, Labor and Industry Building
651 Boas Street
Harrisburg, PA 17121

To Whom It May Concern:

Enclosed please find the applications for H-2A Temporary Workers. Mr. Antonio Crispin will be acting as my Agent in this matter. His Farm Labor Contractor's License number is: C-04-948823-F-16-R. Please contact him if you need more information. His contact information is listed below:

Antonio Crispin
1021 Brooklyn Blvd Apt 35
Berea, KY 40403
Phone: (662) 425-4922
Email: acrispin@yahoo.com

Thank you for your time and attention to this matter.

Sincerely,



Wesley Pennington – Station Manager