*OMB Approval: 1205-0466*
*Expiration Date:* 8/31/2022

Agricultural Clearance Order
Form ETA-790
**U.S. Department of Labor**

***IMPORTANT**: In accordance with 20 CFR 653.500, all employers seeking U.S. workers to perform agricultural services or labor on a temporary, less than year-round basis through the Agricultural Recruitment System for U.S. Workers, must submit a completed job clearance order (Form ETA-790) to the State Workforce Agency (SWA) for placement on its intrastate and interstate job clearance systems. Employers submitting a job order in connection with an H-2A Application for Temporary Employment Certification (Form ETA-9142A) must complete the Form ETA-790 and attach a completed 790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed 790B. Employers and authorized preparers must read the general instructions carefully, complete ALL required fields/items containing an asterisk ( * ), and any fields/items where a response is conditional as indicated by the section ( § ) symbol.*

## I. Clearance Order Information

| **FOR STATE WORKFORCE AGENCY (SWA) USE ONLY** *Questions 1 through 17* | | |
|---|---|---|
| 1. Clearance Order Number * 13524523 | 2. Clearance Order Issue Date * 12/19/2019 | 3. Clearance Order Expiration Date * 7/17/2020 |
| 4. SOC Occupation Code * 45-2092.01 | 5. SOC Occupation Title * Nursery Workers | |

| **SWA Order Holding Office Contact Information** | | |
|---|---|---|
| 6. Contact's last (family) name * Gomez-Ruiz | 7. First (given) name * Lui | 8. Middle name(s) § |
| 9. Contact's job title * Career Advisor | | |
| 10. Address 1 * 150 V Twin Drive | | |
| 11. Address 2 *(suite/floor and number)* § | | |
| 12. City * Gettysburg | 13. State * Pennsylvania | 14. Postal code * 17325 |
| 15. Telephone number * 717-334-1173 | 16. Extension § | 17. E-Mail address * lgomez-rui@pa.gov |

## II. Employer Contact Information

| | | |
|---|---|---|
| 1. Legal Business Name * Beechwood Orchards, Inc | | |
| 2. Trade Name/Doing Business As (DBA), if applicable § | | |
| 3. Contact's last (family) name * Allen | 4. First (given) name * Melissa | 5. Middle name(s) § A |
| 6. Contact's job title * Secretary | | |
| 7. Address 1 * 984 Carlisle Rd | | |
| 8. Address 2 *(apartment/suite/floor and number)* § | | |
| 9. City * Biglerville | 10. State * Pennsylvania | 11. Postal code * 17307 |
| 12. Telephone number * +1 (717) 677-6536 | 13. Extension § | 14. Business e-mail address * melissaallen23@gmail.com |
| 15. Federal Employer Identification Number *(FEIN from IRS)* * 26-4239520 | 16. NAICS Code * 111336 | |

## III. Type of Clearance Order

| | |
|---|---|
| 1. Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. *(choose only one)* * | ☑ 790A (H-2A clearance order)<br>☐ 790B (regular clearance order) |

Agricultural Clearance Order
Form ETA-790
**U.S. Department of Labor**

**Public Burden Statement** *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .03 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

OMB Approval: 1205-0466
Expiration Date: 8/31/2022

H-2A Agricultural Clearance Order
Form ETA-790A
**U.S. Department of Labor**

## A. Job Offer Information

1. Job Title * Orchard Worker

| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | |
|---|---|---|---|---|
| | 5 | 5 | 3. Begin Date * 3/2/2020 | 4. End Date * 12/1/2020 |

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 35 | **a. Total Hours** | 6 | c. Monday | 6 | e. Wednesday | 6 | g. Friday |
| 0 | b. Sunday | 6 | d. Tuesday | 6 | f. Thursday | 5 | h. Saturday |

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 3 : 00 ☐ AM ☑ PM

**Temporary Agricultural Services and Wage Offer Information**

8a. Job Duties - Description of the specific services or labor to be performed. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*
See Addendum C

| 8b. Wage Offer * | 8c. Per * | 8d. Piece Rate Offer § | 8e. Piece Rate Units/Special Pay Information § |
|---|---|---|---|
| $ 13 . 15 | ☑ HOUR ☐ MONTH | $ ____ . ____ | |

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☑ Yes ☐ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
*(Please begin response on this form and use Addendum C if additional space is needed.)*
See Addendum C


H-2A Case Number: H-300-19352-202766 Case Status: Full Certification Determination Date: 01/07/2020 Validity Period: 3/2/2020 to 12/1/2020

## B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

| 2. Work Experience: number of months required. * | 3 | 3. Training: number of months required. * | 0 |
|---|---|---|---|

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 75 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

| 5a. Supervision: does this position supervise the work of other employees? * | ☐ Yes ☑ No | 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. § | |
|---|---|---|---|

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

See Addendum C

## C. Place of Employment Information

1. Address/Location *
984 Carlisle Rd

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Biglervile | Pennsylvan | 17307 | Adams |

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *

Fixed-site employer. Employer owns/controls the work site. Primary work site address includes all employer's fields located adjacent/nearby. Empleador de sitio fijo. El empleador posee/controla el sitio de trabajo. La dirección del sitio de trabajo principal incluye todos los campos del empleador ubicados adyacentes/cercanos.

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ No

## D. Housing Information

1. Housing Address/Location *
Facility # 98104: 35 Orchard Ln

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Aspers | Pennsylvan | 17304 | Adams |

| 6. Type of Housing * | 7. Total Units * | 8. Total Occupancy * |
|---|---|---|
| WF - Wooden Frame | 1 | 5 |

9. Housing complies or will comply with the following applicable standards: * ☐ Local ☑ State ☐ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *

See Addendum C

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☐ Yes ☑ No

## E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Workers will buy their own groceries. Once a week, the employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries. These board arrangements apply only to workers living in employer-provided housing. Empleador proporcionara instalaciones de cocina gratis y conveniente para los trabajadores viviendo en la vivienda proporcionada para que los trabajadores pueden prepararse su propia comida. Tranporte gratuito en un vehículo sera proporcionado al menos una vez cada semana por los trabajadores para comprar sus propios alimentos. Estos arreglos applicar solamente a trabajadores que viven en la vivienda provistos por el empleador.

| | | | |
|---|---|---|---|
| 2. If meals are provided, the employer: * | ☑ **WILL NOT** charge workers for such meals. | | |
| | ☐ **WILL** charge workers for such meals at | $ _____ . _____ | per day per worker. |

## F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

See Addendum C

| | | | |
|---|---|---|---|
| 3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker * | a. no less than | $ 12 . 46 | per day * |
| | b. no more than | $ 55 . 00 | per day with receipts |

## G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

See Addendum C

| 2. Telephone Number to Apply * | 3. Email Address to Apply * |
|---|---|
| +1 (717) 677-6536 | melissaallen23@gmail.com |

4. Website address (URL) to Apply *
www.pacareerlink.pa.gov

## H. Additional Material Terms and Conditions of the Job Offer

| | |
|---|---|
| 1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? * | ☑ Yes ☐ No |

## I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   *Request for Conditional Access to Intrastate or Interstate Clearance System*: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound)*

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. *Transportation from Place of Employment (Outbound)*

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

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 must provide 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 sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

*C. Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

*D. Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CPR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

*Important Note*: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or 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 hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY**: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **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 agrees to fulfill the three-fourths guarantee 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 agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to 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 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. The employer will also 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 per day are those amounts disclosed in this clearance order. 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. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract 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. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. 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. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning 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. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance 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. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

| 1. Last (family) name * | 2. First (given) name * | 3. Middle initial § |
|---|---|---|
| Allen | Melissa | A |
| 4. Title * | | |
| Secretary | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By Certifying Officer | | 12/19/2019 |

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs 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 ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement** *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

### A.9. Additional Crop or Agricultural Activities and Wage Offer Information

| Crop ID | Crop or Agricultural Activity | Wage Offer | Per | Piece Rate Units/Special Pay Information |
|---|---|---|---|---|
| | Pull weeds/chop | $ 13 . 15 | Hour | |
| | Prune/plant | $ 13 . 15 | Hour | |
| | Hand-harvest tree fruits and nuts | $ 13 . 15 | Hour | |
| | Hand-harvest berries | $ 13 . 15 | Hour | |
| | Multiple vegetable crops | $ 13 . 15 | Hour | |
| | | $ . | | |
| | | $ . | | |
| | | $ . | | |
| | | $ . | | |
| | | $ . | | |

H-2A Agricultural Clearance Order
Form ETA-790A Addendum B
**U.S. Department of Labor**

## C. Additional Place of Employment Information

| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|---|---|---|---|---|---|
| Beechwood Orchards, Inc | 545, 546 Quaker Valley Rd<br>Biglerville, Pennsylvania 17307<br>ADAMS | | 3/2/2020 | 12/1/2020 | 5 |
| Beechwood Orchards, Inc | 238, 259 Fairmont Rd<br>Biglerville, Pennsylvania 17307<br>ADAMS | | 3/2/2020 | 12/1/2020 | 5 |
| Beechwood Orchards, Inc. | Lot #1 Center Mills Rd<br>Aspers , Pennsylvania 17304<br>ADAMS | | 3/2/2020 | 12/1/2020 | 5 |
| Beechwood Orchards, Inc. | 1584 Potato Rd<br>Biglerville, Pennsylvania 17307<br>ADAMS | | 3/2/2020 | 12/1/2020 | 5 |
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**FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-19352-202766 Case Status: Full Certification Determination Date: 01/07/2020 Validity Period: 3/2/2020 to 12/1/2020

## H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Orchard worker: Prune and plant trees, vines, canes and bushes. Cultivate and hand-harvest tree fruits, nuts, berries and mixed vegetables, including but not limited to apples, peaches, cherries, raspberries, onions, carrots, chestnuts, almonds, herbs and cut flowers. Pull weeds/chop: Workers will walk along rows as specified by employer and remove weeds and grass from fields by hand or using a hoe. Duties may include cleaning, field packing, loading and unloading harvested fruits, nuts, berries and vegetables. May construct trellises, repair fences and farm buildings, or participate in irrigation activities. Field grade, sort, or classify by size, weight, color, or condition. May deliver fruits and vegetables produced on the farm (in its unmanufactured state) to storage or to market or to a carrier for transportation to market. Prolonged walking, standing, bending, stooping, and reaching. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process. Negative result may be required post-hire and before commencing work. Must be able to lift 75 lbs. to shoulder height repetitively throughout the workday and able to lift and carry 75 lbs. in field. Must be able to carry a full picking bag up and down using up to a 20 feet ladder repetitively throughout the work day. Must be able to discern colors accurately in order to perform color-specific picking. Must not hinder another workers productivity. Use of personal cell phone or other personal electronic device during working hours strictly prohibited except for work-related calls or emergencies and violation may result in immediate termination. Requires three months verifiable prior work experience in a commercial orchard pruning apple and/or peach trees. Must commit to entire anticipated period of employment.

Pickers/pruners: Hand-harvest apples and peaches. Load and unload apples and peaches by hand. Prune apple and peach trees according to supervisors instructions. Worker will attach harness, bucket or bag and pick low hanging fruit while standing on ground and higher branches while standing on a ladder. Worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. Worker will carry full harness, bucket or bag and place fruit into wooden or plastic bins which hold approximately 13 bushels of fruit. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. Some workers may be required to examine harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications.

All workers are required to follow common sanitary practices at all times. This is particularly important when touching crops for human consumption. Workers are required to cleanse their hands by washing thoroughly with soap and water before entering field for harvest activities and after each break. Smoking and the use of tobacco products prohibited during working time.

Workers may be required to perform work that is incidental to farming the crops listed in the application. All other duties, if any assigned, will be those duties of Farm Worker, Diversified Crops, DOT code 407.687-010 (SOC (ONET/OES) code 45-2092.02). This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

b. Job Offer Information 2

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Deductions from Pay |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer will make the following deductions from the worker's wages: FICA, Medicare and income taxes as required by law (unlike U.S. workers, foreign H-2A workers are not subject to payroll tax deductions for FICA, Medicare or federal withholding.); cash advances and repayment of loans; repayment of overpayment of wages to the worker; payment for articles which the worker has voluntarily purchased from the employer; long-distance telephone charges; recovery of any loss to the employer due to the worker's damage, beyond normal wear and tear, or loss of equipment or housing items where it is shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal minimum wage and State minimum wage.

## H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Additional Information Regarding Job Qualifications/Requirements |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Prolonged walking, standing, bending, stooping, and reaching. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process. Negative result may be required post-hire and before commencing work. Must be able to lift 75 lbs. to shoulder height repetitively throughout the workday and able to lift and carry 75 lbs. in field. Must be able to carry a full picking bag up and down using up to a 20 feet ladder repetitively throughout the work day. Must be able to discern colors accurately in order to perform color-specific picking. Must not hinder another workers productivity. Use of personal cell phone or other personal electronic device during working hours strictly prohibited except for work-related calls or emergencies and violation may result in immediate termination.

d. Job Offer Information 4

| 1. Section/Item Number * | D.10 | 2. Name of Section or Category of Material Term or Condition * | Additional Housing Information |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Housing is group housing. If a female worker is hired, separate toilet, shower, and sleeping room will be provided. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. La vivienda es para grupo. Si se contrata a una trabajadora, se proporcionarán baño, ducha y habitación separadas. Vivienda para toda la familia no es disponible y la provisión de casa para toda una familia no es imperante para el área de trabajo.

## H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

| 1. Section/Item Number * | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

All interested local and intrastate candidates should contact their nearest career center for pre-employment screening before contacting the employer. Career center staff may only refer candidates who have been apprised of all the material terms and conditions of employment and have indicated, by accepting referral to the job opportunity, that he or she is qualified, able, willing, and available for employment. Career center staff should fax or email a referral card containing the referral candidates name, address and telephone number to employer first, then instruct the candidate to call the employer directly to schedule a personal interview. Hours for referral candidate to call the employer are 9:00 a.m. to 1:00 p.m., Monday-Friday, excluding all federal holidays. Referral candidates MUST call the employer and schedule an interview appointment prior to coming. No referral candidate is to go to the employers address or work site without a scheduled interview appointment. Candidates recruited from outside normal commuting distance are not required to appear in person for interview. Employer may schedule telephone interview appointments to candidates recruited from outside normal commuting distance. All interstate applicants interested in this job offer should first contact the nearest career center in their state. Career center staff should contact the PA Department of Labor & Industry, Bureau of Workforce Development Partnership, Special Program Services/Foreign Labor Certification, 150 V Twin Drive, Gettysburg, PA 17325 at (717) 787-3354 prior to contacting the employer. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers recruited against the job offer from within normal commuting distance will not be provided housing, subsistence or transportation. All workers hired under this job order will be required to provide documentation attesting to legal status to work in the United States. All applicants must be able (with or without reasonable accommodation), willing, and qualified to perform all the work described, and must be available for the entire anticipated period of employment. There is no offer or guarantee to be recalled for future employment except for the required solicitation of certain former U.S. workers in compliance with 20 CFR 655.153.

Employer in its discretion may offer a higher wage rate or bonus to a worker employed under this job order due to work performance, skill or tenure. El empleador, a su discrecin, puede ofrecer una tasa salarial ms alta o un bono a un trabajador empleado bajo esta orden de trabajo debido a su desempeo laboral, habilidad o tenencia.

f. Job Offer Information 6

| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will provide transportation at no cost to the worker for those workers living in housing provided by the employer and for commuting workers who report to a designated daily job reporting site. Such transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR § 655.122(h)(4). The use of this daily transportation is voluntary; no worker is required to use the daily transportation offered by the employer.

## H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will reimburse transportation and subsistence expenses in accordance with 20 CFR § 655.122(h). Inbound transportation will be reimbursed at the end of the first work week. Workers may select any means of transportation they choose provided, however, that employer may arrange transportation for groups of H-2A or US workers at certain times in its discretion. Inbound and outbound transportation will be reimbursed on the basis of no less (and is not required to be more than) the most ec

h. Job Offer Information 8

| 1. Section/Item Number * | G.1 | 2. Name of Section or Category of Material Term or Condition * | Referral and Hiring Instructions - Certification for Exemption from 50% Rule |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

CERTIFICATION FOR EXEMPTION FROM FIFTY PERCENT RULE: Pursuant to 20 CFR § 655.135(d), employer certifies that it (1) did not, during any calendar quarter during the preceding calendar year, use more than 500 man-days of agricultural labor; (2) is not a member of an association which has petitioned for H-2A certification for its members; and, (3) has not otherwise associated with other employers who are petitioning for H-2A workers. Unless exempted from said fifty percent rule as requested, employer agrees to abide by said rule.

## H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Additional Information Regarding Job Qualifications/Re |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Requires three months verifiable prior work experience in a commercial orchard pruning apple and/or peach trees. Must commit to entire anticipated period of employment.

Se prolongada caminar, estar de pie, doblándose, inclinándose y alcanzando. Se puede pedir a los trabajadores que se sometan a pruebas aleatorias de drogas o alcohol sin costo para el trabajador. El incumplimiento de la solicitud o de dar prueba positiva puede resultar en la terminación inmediata. Todas las pruebas se realizarán después de la contratación y no forman parte del proceso de la entrevista. Se requieren resultados negativos antes de comenzar a trabajar. Debe ser capaz de levantar 75 libras a la altura del hombro repetidamente a lo largo de la jornada laboral y capaz de levantar y transportar 75 libras en el campo. Debe ser capaz de llevar una bolsa para recoger arriba y hacia abajo utilizando una escala de hasta 20 pies repetidamente durante todo el día de trabajo. Debe ser capaz de discernir los colores con precisión para realizar la selección de colores específicos. No debe obstaculizar la productividad de otro trabajador. El uso de un teléfono celular personal u otro dispositivo electrónico personal durante las horas de trabajo estrictamente prohibido excepto por llamadas relacionadas con el trabajo o emergencias y violación puede resultar en la terminación inmediata. Se requiere tres meses de experiencia laboral verificable trabajando en una huerta comercial de manzanas y / o duraznos. Debe comprometerse a todo el período anticipado de empleo.

j. Job Offer Information 10

| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Terms and arrangements for providing \ |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer will reimburse transportation and subsistence expenses in accordance with 20 CFR § 655.122(h). Inbound transportation will be reimbursed at the end of the first work week. Workers may select any means of transportation they choose provided, however, that employer may arrange transportation for groups of H-2A or US workers at certain times in its discretion. Inbound and outbound transportation will be reimbursed on the basis of no less (and is not required to be more than) the most economical and reasonable charges for the distance involved. The subsistence payment shall be no less than the amount set under 20 CFR 655.173(a), which is currently $12.46 per day up to $55.00 per day for workers providing receipts. Updated subsistence rates are effective upon publication in the Federal Register. These arrangements apply only to workers who are recruited outside the area of intended employment.

El empleador reembolsará los gastos de transporte y subsistencia de acuerdo con 20 CFR § 655.122 (h). El transporte entrante se reembolsará al final de la primera semana laboral. Los trabajadores pueden seleccionar cualquier medio de transporte que elijan, sin embargo, ese empleador puede organizar el transporte para grupos de trabajadores H-2A o estadounidenses en ciertos momentos a su discreción. El transporte entrante y saliente se reembolsará sobre la base de no menos (y no se requiere que sea más que) los cargos más económicos y razonables por la distancia involucrada. El pago de subsistencia no será inferior al monto establecido en 20 CFR 655.173 (a), que actualmente es de $12.46 por día hasta $55.00 por día para los trabajadores que proporcionan recibos. Las tasas de subsistencia actualizadas son efectivas luego de su publicación en el Registro Federal.Estos arreglos se aplican solo a los trabajadores que son reclutados fuera del área de empleo prevista.

**H. Additional Material Terms and Conditions of the Job Offer**

k. Job Offer Information 11

| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - Terms and arrangement for daily transportation in Sp |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

El empleador proporcionará transporte sin costo para el trabajador para aquellos trabajadores que viven en una vivienda provista por el empleador y para los trabajadores que viajan diariamente a un sitio designado de informes de trabajo. Dicho transporte cumplirá con todas las leyes y regulaciones federales, estatales y locales aplicables, de conformidad con 20 CFR § 655.122 (h) (4). El uso de este transporte diario es voluntario; No se requiere que ningún trabajador use el transporte diario ofrecido por el empleador.

l. Job Offer Information 12

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Pay Deductions in Spanish |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

El empleador hará las siguientes deducciones de los salarios de los trabajadores: FICA, Medicare y impuestos como lo requiere la ley; adelantos en efectivo y pago de los préstamos (A diferencia de los trabajadores estadounidenses, los trabajadores extranjeros H-2A no están sujetos a deducciones de impuestos sobre la nómina por FICA, Medicare o retenciones federales.); reembolso del pago en exceso de los salarios a los trabajadores; el pago de los artículos que el trabajador ha adquirido voluntariamente del empleador; las tarifas telefónicas de larga distancia; recuperación de cualquier pérdida para el empleador debido a los daños del trabajador, más allá del desgaste normales y rotura o pérdida de equipos o elementos de vivienda, donde se muestra que el trabajador es responsable. No deducción no requiere que la ley se hará que trae ingresos por hora de los trabajadores por debajo de la más alta del salario mínimo federal y el salario mínimo estatal.

## H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties Continued |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Full Growing Season Commitment: The job offered requires that the worker be available for work six (6) hours per day Monday through Friday and five (5) hours on Saturday every day that work is available and for the full anticipated period of employment, even though work may be slack for a brief period of time. The worker agrees to be available for work and performed assigned tasks whenever work is available through the full anticipated period of employment. Work available is defined as, no work required on the worker's Sabbath or Federal holidays, but work is required six (6) hours per day Monday-Friday, and five (5) hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the anticipated period of employment, the worker will forfeit the ¾ guarantee and reimbursement of certain transportation costs. Excessive absences and/or tardiness cannot be tolerated and may result in termination.

Daily individual work assignments, crew assignments, and location of work will be made by and at the sole discretion of the employer and/or worker's supervisor. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the employer and/or worker's supervisor.

n. Job Offer Information 14

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties in Spanish |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Trabajador de la huerta: Podar y plantar árboles, viñas, bastones y arbustos. Cultivar y cosechar manualmente frutas, nueces, bayas y vegetales mixtos, incluyendo pero no limitado a manzanas, duraznos, cerezas, frambuesas, cebollas, zanahorias, castañas, almendras, hierbas y flores cortadas. Halar / corta malas hierbas: Los trabajadores caminan a lo largo de las filas según lo especificado por el empleador y quitar las malas hierbas y la hierba de los campos a mano o utilizando una azada. Los deberes pueden incluir limpieza, empaque de campo, carga y descarga de frutas, nueces, bayas y verduras cosechadas. Puede construir enrejados, reparar cercas y edificios agrícolas, o participar en actividades de riego. Puede entregar productos en la granja (en su estado de no ser fabricado) para ser embodegado o para comercialización o para transporte al mercado. Clasificara basado en, clase, tamaño, peso, color o condición. Se prolongada caminar, estar de pie, doblándose, inclinándose y alcanzando. Se puede pedir a los trabajadores que se sometan a pruebas aleatorias de drogas o alcohol sin costo para el trabajador. El incumplimiento de la solicitud o de dar prueba positiva puede resultar en la terminación inmediata. Todas las pruebas se realizarán después de la contratación y no forman parte del proceso de la entrevista. Se requieren resultados negativos antes de comenzar a trabajar. Debe ser capaz de levantar 75 libras a la altura del hombro repetidamente a lo largo de la jornada laboral y capaz de levantar y transportar 75 libras en el campo. Debe ser capaz de llevar una bolsa para recoger arriba y hacia abajo utilizando una escala de hasta 20 pies repetidamente durante todo el día de trabajo. Debe ser capaz de discernir los colores con precisión para realizar la selección de colores específicos. No debe obstaculizar la productividad de otro trabajador. El uso de un teléfono celular personal u otro dispositivo electrónico personal durante las horas de trabajo estrictamente prohibido excepto por llamadas relacionadas con el trabajo o emergencias y violación puede resultar en la terminación inmediata. Se requiere tres meses de experiencia laboral verificable trabajando en una huerta comercial de manzanas y / o duraznos. Debe comprometerse a todo el período anticipado de empleo.

Recogedores / podadoras: Cosechar manzanas y duraznos a mano. Cargar y descargar manzanas y duraznos a mano. Podar los árboles de manzanas y los duraznos según las instrucciones del supervisor. El trabajador se ajustara un arnés, cubo o bolsa y recogerá las frutas que están colgando mientras permaneciendo en la tierra y en las ramas más altas sobre una escalera. El trabajador recogerá según el grado, color y el tamaño agarrando la fruta con las manos y retirándola del árbol en un movimiento que no dañe los brotes adyacentes en las ramas de los árboles. El trabajador llevará arnés, cubo o bolsa llena y colocara la fruta en contenedores de madera o plástico que contengan aproximadamente 13 bushels de fruta. Se debe tener cuidado en todo momento para evitar hematomas en las frutas o romperse las ramas. A algunos trabajadores se les puede requerir que examinen la fruta cosechada en los contenedores y clasifiquen cualquier fruta que no cumpla con las especificaciones de grado, color y tamaño.

## H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Job Duties in Spanish Continued |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Todos los trabajadores se les requiere seguir las prácticas sanitarias comunes en todo momento. Esto es particularmente importante cuando se cosecha a mano cultivos para consumo humano. Los trabajadores se les requiere limpiarse las manos en la forma de lavarlas a fondo con agua y jabón antes de entrar en el campo para las actividades de cosecha y después de cada descanso. Fumar y el uso de productos de tabaco es prohibido durante el tiempo de trabajo.

Se les puede ser requerido a los trabajadores realizer trabjo que acompañan el cultivo de la cosechar enumerados en la solicitud. Todos los otros deberes, si asignados, seran esos deberes del Trabajador Agricola, Cultivos Diversificados, codigo DOT 407.687.010 (SOC (ONET/OES) code 45-2092.02). Este es un negocio muy exigente y competitivo en cual las especificaciones de calidad deben ser adherido rigurosamente. Trabajo descuidado no puede ser ni sera tolerado.

COMETERSE CON EL CRECIMIENTO DE TEMPORADA COMPLETA: El trabajo ofrecido requiere que el trabajador esté disponible para trabajar seis (6) horas al día de lunes a viernes y cinco (5) horas el sábado todos los días que el trabajo está disponible y por el período previsto completo de empleo, a pesar de que el trabajo puede ser floja durante un breve período de tiempo. El trabajador se compromete a estar disponible para el trabajo y realiza asigna tareas cada vez que el trabajo está disponible a través del periodo anticipado total del empleo. Trabajo disponible se define como, no hay trabajo requerido en el día de descanso o días de fiesta federales, pero el trabajo se requiere de seis (6) horas por día de lunes a viernes, y cinco (5) horas el sábado.

El trabajador entiende que si abandonan su trabajo de empleo o son terminados de empleo por causa antes de la temporada de empleo, o terminacion o como se encuentran, el trabajador pierdera la guarantia de 3/4 de reembolso de ciertos costos de transportacion. Ausencias excesivas y/o llejar tarde no puede ser tolerado y puede resultar en terminacion.

Asignaciones diarias de trabajo individual, asignaciones a tripulacion, y la locacion de trabajo sera asignado por, y nada mas por, el empleador y/o el supervisor del trabajador. Trabajadores pueden ser asignados a una variedad de tareas en cualquierdia y/o diferentes tareas en diferentes dias. Trabajadores seran disponibles para hacer las ordenes y el trabajo en cualquier cosecha asignada por el empleador y/o el supervisor del trabajador.

p. Job Offer Information 16

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - More Details about Pay |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

To the extent there is any discrepancy between this Form ETA-790A, the Immigration and Nationality Act (the “INA”), and any applicable H-2A regulations, then the INA and the applicable H-2A Regulations shall control. The offered wage rate may increase or decrease during the life of this work agreement by Department of Labor notification of such change. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement by legislation or court decision the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective. Employer in its discretion may offer a higher wage rate or bonus to a worker employed under this job order due to work performance, skill or tenure. En la medida en que hay alguna discrepancia entre este ETA Formulario 790A, la Ley de Inmigración y Nacionalidad (el "INA") y todos los reglamentos de H-2A aplicables, a continuación, el INA y los reglamentos H-2A aplicables siempre prevalecerán. La tarifa de pago ofrecida puede aumentar o disminuir durante la vigencia de este contrato mediante notificación del DOL de dicho cambio. En el caso de que el AEWR es eliminado del programa H-2A durante la vigencia de este acuerdo de trabajo por legislación o decisión judicial el empleador se reserva el derecho de pagar la nueva tarifa de salario bajo las nuevas directrices en cuanto tan pronto como sea efectivo. El empleador, a su discreción, puede ofrecer una tasa salarial más alta o un bono a un trabajador empleado bajo esta orden de trabajo debido a su desempeño laboral, habilidad o tenencia.

## H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Terminations |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

TERMINATIONS: The employer may terminate the worker with notification to the appropriate State and federal agencies 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; (c) hinders another worker's productivity; (d) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (e) provides other lawful job-related reason(s) for termination of employment; (f) abandons employment; (g) fails to meet applicable production standards when production standards are applicable; (h) falsifies identification, personnel, medical, production, or other work-related records; (i) fails or refuses to take an alcohol or drug test; (j) employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes will impair the safety and/or living conditions of other workers; (k) commits an act or acts of insubordination, including the failure to regard employer's authority; (l) lies or provides a false statement to the employer; (m) collects any money or other thing of value from prospective employees or current employees in order for the payor to work for this employer; (n) violation of employer's safety rules; (o) unauthorized or illegal possession, use or sale of alcohol or controlled substances on employer's premises or during working hours, while engaged in work activities or in employer's vehicles; (p) unauthorized or illegal possession, use or sale of weapons, firearms, or explosives on employer's premises or in employer's vehicles; (q) theft or dishonesty; (r) inappropriate physical contact; (s) harassment; (t) discrimination or retaliation; (u) disrespect toward fellow workers, visitors or other members of the public; (v) performing outside work or use of employer's property, equipment or facilities in connection with outside work while on employer's time; (w) poor attendance or poor performance. The grounds for immediate termination listed above are not all inclusive. All termination decisions will be based on an assessment of all relevant factors.

r. Job Offer Information 18

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Terminations in Spanish |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

TERMINACIONES: El empleador puede dar por terminado el trabajador con notificación a las agencias estatales y federales correspondientes si el trabajador: (a) se niega sin causa justificada para realizar el trabajo para el cual fue reclutado y contratado al trabajador; (b) comete actos graves de mala conducta; (c) dificulta la productividad de otro trabajador; (d) el que no este enfermo o no se niega, sin causa justificada para realizar según las indicaciones de la obra para la cual fue contratado y contrató al trabajador; (e) proporciona otra razón relacionada con el trabajo legal (s) para la terminación del empleo; (f) abandona su empleo; (g) no cumple las normas de producción aplicables cuando las normas de producción aplicables; (h) falsifica identificación, personal, médicos, producción, u otros registros relacionados con el trabajo; (i) no presenta o rehúsa a tomar una prueba de alcohol o drogas; (j) el empleador descubre un registro condena penal o el estado como delincuente sexual registrado que el empleador cree razonablemente perjudicará la seguridad y/o de las condiciones de vida de los demás trabajadores; (k) comete un acto o actos de insubordinación, incluyendo el hecho de no considerar a la autoridad del empleador; (l) se encuentra o proporciona una declaración falsa al empleador; (m) recoge dinero u otra cosa de valor a partir de los futuros empleados o empleados actuales a fin de que el pagador de trabajar para este empleador; (n) la violación de las reglas de seguridad del empleador;(o) no autorizada o ilegal la posesión, uso o venta de alcohol o sustancias controladas en los locales del empleador o durante la jornada laboral , en el ejercicio de las actividades de trabajo o en vehículos del empleador; (p) no autorizada o ilegal la posesión, uso o venta de armas, armas de fuego o explosivos en las instalaciones del empleador o en vehículos del empleador; (q) el robo o la deshonestidad; (r) de contacto físico inapropiado; (s) el acoso; (t) la discriminación o represalia; (u) la falta de respeto hacia los compañeros de trabajo, visitantes u otros miembros del público; (v) la realización de trabajos fuera o utilización de bienes, equipos o instalaciones del empleador en relación con el trabajo fuera, mientras que en el tiempo del empleador; (w) pobre asistencia o mal desempeño. Los motivos para la terminación inmediata mencionados no son todo incluido. Todas las decisiones de terminación se basarán en una evaluación de todos los factores pertinentes.

## H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Prohibited Fees |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

PROHIBITIONS AGAINST EMPLOYEES PAYING FEES: The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. § 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs, as prohibited by 20 CFR § 655.135(j). Costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport fees, are not included in this prohibition. PROHIBICIONES CONTRA QUE EMPLEADOS PAGEN QUOTAS: El empleador y sus agentes no han solicitado o recibido pago de cualquier tipo de cualquier empleado sujeto a 8 USC § 1188 para cualquier actividad relacionada con la obtención de la certificación de trabajo H-2A, incluyendo el pago de honorarios de abogados del empleador", las tasas de solicitud, o los costos de contratación, que esté prohibido por 20 CFR § 655.135 (j). Los costos que son la responsabilidad y sobre todo en beneficio del trabajador, tales como honorarios de pasaporte requerido por el gobierno, no están incluidos en esta prohibición.

CONTRACTS WITH THIRD PARTIES COMPLY WITH PROHIBITIONS: The employer has contractually forbidden any foreign labor contractor or recruiter, if any, whom the employer engages, either directly or indirectly, in international recruitment of H-2A applicants to seek or receive payments from prospective employees, except as provided for in Department of Homeland Security regulations at 8 CFR § 214.2(h)(5)(xi)(A). Likewise, all employees are prohibited from collecting any money or other thing of value from prospective employees or current employees in order for the payor to work for the employer. This employer has zero tolerance for prohibited payments. Employees should report to the employer immediately the name of any person seeking to collect a prohibited payment and the amount sought. Any employee found to have collected a prohibited payment will be required to reimburse the injured party immediately and will be terminated from employment. An employee cannot be discriminated against or discharged for reporting a prohibited payment. CONTRATOS CON GRUPOS QUE CUMPLEN CON PROHIBICIONES: El empleador ha prohibido por contrato cualquier contratista laboral extranjero o reclutador, en su caso, a quien el empleador se involucra, ya sea directa o indirectamente, en la contratación internacional de los solicitantes de H-2A para buscar o recibir pagos de los futuros empleados, con excepción de lo previsto en el reglamento del Departamento de Seguridad Nacional a las 8 CFR § 214.2(h)(5)(xi)(A). Del mismo modo, todos los empleados se les prohíbe la recogida de dinero u otra cosa de valor a partir de los futuros empleados o empleados actuales a fin de que el pagador de trabajar para el empleador. Este patrón tiene cero tolerancia para los pagos prohibidos. Los empleados deben informar al empleador inmediatamente el nombre de cualquier persona que busca para recoger un pago prohibido y la cantidad solicitada. Cualquier empleado que haya recogido se requerirá un pago prohibido a reembolsar a la parte perjudicada de inmediato y se dará por terminado de empleo. Un empleado no puede ser objeto de discriminación o se descarga por informar de un pago prohibido.

t. Job Offer Information 20

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - Other Terms and Conditions |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Material terms and conditions of the work contract may be translated into a language understood by the worker, however the English version of the work contract shall always control. Términos y condiciones del contrato de trabajo pueden ser traducidos en una lengua comprensible para el trabajador, sin embargo la versión en Inglés del contrato de trabajo siempre deberá controlar.

SUBSTANCE ABUSE POLICY: The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process. POLÍTICA DE ABUSO DE SUSTANCIAS: El uso o posesión o estar bajo la influencia de drogas ilegales o alcohol durante el tiempo de trabajo está prohibido. Los trabajadores pueden ser solicitados a someterse a pruebas de drogas y alcohol al azar sin costo alguno para el trabajador. El incumplimiento de la solicitud o de dar positivo puede resultar en la terminación inmediata. Todas las pruebas se producirá después de la de coches y no es una parte del proceso de la entrevista.

REQUIRED DEPARTURE: H-2A workers are required to leave the United States at the end of the period certified by the Department of Labor or separation from the employer, whichever is earlier, as required under 20 CFR § 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer. This shall serve as official notification of this requirement to any H-2A worker employed under the agricultural work agreement. SALIDA OBLIGATORIA: Los trabajadores H-2A necesitan salirse de los Estados Unidos a finales del período certificado por el Departamento de Trabajo o separación por parte del el empleador, lo que ocurra primero, según lo dispuesto en 20 CFR § 655.135 (i), a menos que el H2A trabajador está siendo patrocinado por otro empleador posterior. Esto servirá como notificación oficial de este requisito a cualquier trabajador H-2A empleado bajo el acuerdo de trabajo agrícola.