Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor
Employment and Training Administration
OMB. Approval No. 1205-0134, Expires 09/30/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)/ Nombre y Dirección del Empleador (Numero, calle, ciudad, código postal y teléfono) Huber Nurseries
1472 Stevens Street
ph. (717)898-9115 Manheim, PA 17545

2. Location and Direction to Work Site/Dirección del lugar de trabajo
Locations: 2086 Gochlan Rd, Manheim, PA 17545
1472 Stevens St, Manheim PA 17545

(If additional space is needed, use separate sheet of paper)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
Locations: 2055 Fruitville Pk, Lancaster 17601
2086 Gochlan Rd, Manheim 17545
1383 Stevens St, Manheim 17545

(If additional space is needed, use separate sheet of paper). / Si necesita más espacio, utilice documento adicional.)

Numbers 4, 5, 6, 7 and 8 for State use only.

4. Industry Code/Código de Industria: 0181
5. Job Order #/No. Orden de Empleo: 6167234
6. Occupational Title and Code /Título Ocupacional y Código: 45-2092.01 NURSERY WORKERS
7. Clearance Order Issue Date / Fecha de Tramite: 6/11/10
8. Job Order Expiration Date / Fecha de vencimiento: 3/15/10
9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 2·15·10 To/Hasta: 12·15·10
10. No. of Worker's Requested / No. de Trabajadores Pedidos: 18
11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40
Sunday / Domingo ____ Monday / Lunes 8
Tuesday / Martes 8 Wednesday / Miércoles 8
Thursday / Jueves 8 Friday / Viernes 8
Saturday / Sábado 8
12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de:
Employer / El Empleador Yes ☒ No ☐
Local Office / La Oficina Local Yes ☐ No ☒

13. Board Arrangements / Arreglo de Alojamiento
1. Employer will furnish free and convenient cooking facilities for workers...

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos
Referral of individuals shall be made thru the order holding office of...

15. Job Specifications / Descripción del Trabajo
Worker will operate equipment involved in daily nursery...
(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

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

Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES / SI	NO	Pay Period Periodo de Pago
General Nursery Work	Salario por Hora $9.40	Pago por Pieza / Unidad(es) none	Pagos Especiales (Bono, etc.) none	Deducciones			
	$	$		Social Security / Seguro Social		✓	Weekly / Semanal ✓
	$	$		Federal Tax Impuestos Federales	✓		
	$	$		State Tax Impuestos Estatales	✓		Bi-weekly / cada 2 semanas
	$	$		Meals / Comidas		✓	
	$	$		Other (specify)/ Otro	✓		Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago
Other local / employee tax deduction: employer of record will be responsible for deductions
(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

C-09334-21166

17. Transportation Arrangements / Arreglos de Transportación

Reimbursement for transportation and daily...

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario quo le paga al Contratista Agricola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes ☐ No ☒
20. Workers' compensation insurance provided? Indemnización por accidence de trabajo: Yes ☒ No ☐
21. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes ☒ No ☐
22. 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") / Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")

none

23. 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 las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

none

24. Address of Order Holding Office (Include Telephone number)/Dirección de la Oficina donde se Radico la Oferta (Incluya numero de teléfono)

Lancaster County Careerlink
1016 N. Charlotte Street
Lancaster, PA 17603 ph(717)299-7631

25. Name of Local Office Representative (Include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de teléfono)

Loretta Trimmer and/or
George Dillman

26. 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 de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Titulo del Empleador

Partner / Owner

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 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 One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

Public Burden Statement

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents' obligation to reply to these requirements is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. 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 is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. 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, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA 790 (Rev. July 2009)

Form ETA 790, ATTACHMENT 1

***ITEM 2 – Location and Directions to Worksite, cont.**

Directions:

Gochlan Road Farm
In Lancaster, PA, travel west on Rt. 283 to Landisville Exit (Rt. 722). At the top of ramp turn right onto Rt. 722. Travel to first crossroads (Colebrook Road), turn left. Go to next road (Gochlan Road), turn left. Go to end of Gochlan Road ("no outlet" road). Huber Nurseries is at the end of Gochlan Road.

Stevens Street Farm
In Lancaster, PA, travel west on Rt. 283 to Landisville Exit (Rt. 722). At the top of ramp turn right onto Rt. 722. Travel to second road (Metzler Road), turn left. Go to end of Metzler Road (approx. ½ mile), turn right onto Stevens Street. Travel about ½ mile, Huber Nurseries is on the right.

***ITEM 3 – Locations and Description of Housing, cont.**

Housing will be clean and in compliance with the Commonwealth of Pennsylvania, Department of Labor and Industry, Bureau of Occupational and Industries Safety C3 Occupancy and in compliance with ETA 20 CFR 654 Housing Standards. Worker will be responsible maintaining housing in a neat and clean manner.

Reasonable repair cost of damage, other than that caused by normal wear and tear, will be charged to the worker(s) who are found to be responsible for damage to housing and/or furnishings.

Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

***ITEM 11 – Anticipated Hours of Work**

Eight (8) hours per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath depending upon conditions in the fields. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and Sunday during peak production periods but not required. This requirement pertains to both alien and U.S. workers as per instructions in H-2A program Information Booklet.

The range of activity for the **Gochlan Road** property revolves around the field work of planting, maintenance (pruning, staking, fertilizing, weeding) of and harvesting of shrubbery. Also, wagons and trucks are loaded and unloaded at this site. The beginning of our annual season is determined by weather conditions. Field work is usually started in February but more specifically, digging starts when the ground thaws and customer orders are placed. As a wholesale nursery, our digging schedule is determined by specific customer orders placed for specific plant material. Depending on weather conditions and customer orders, it is possible to have as many as eighteen (18) laborers working at this location at one time or on the other hand, in adverse weather conditions or if there are no orders needing to be dug, none per day. Our annual season ends when customer orders drop off and/or when the ground freezes, usually in early winter.

Form ETA 790, ATTACHMENT 1, cont.

Daily hours worked at this site vary depending on the time of year and/or orders placed.

The range of activity for the **Stevens Street** property also revolves around the field work of planting, maintenance (pruning, staking, fertilizing, weeding) of and harvesting shrubbery and trees. Drip lines are installed and maintained in the shade tree fields at this location. Wagons and trucks are loaded and unloaded at this site. The beginning of our annual season is determined by weather conditions. Field work is usually started in February but more specifically, digging starts when the ground thaws and customer orders are placed. As a wholesale nursery, our digging schedule is determined by specific customer orders placed for specific plant material. Depending on weather conditions and customer orders, it is possible to have as many as eighteen (18) laborers working at this location at one time or on the other hand, in adverse weather conditions or if there are no orders needing to be dug, none per day. Our annual season ends when customer orders drop off and/or when the ground freezes, usually in early winter. Daily hours worked at this site also vary depending on the time of year and/or orders placed.

Fifty-seven (57) greenhouses (quonset huts) are located on this property. Workers are involved in the construction and maintenance of these houses. Some houses are used for growing evergreen cuttings. Workers are involved in propagation, watering and harvesting the subsequent young plants. The majority of our greenhouses are used for housing leftover container stock during the off season. These evergreen and deciduous plants require maintenance, weeding and watering which duties the workers perform. In the event of a snowfall, workers may help with snow clearance off the houses. Activity in and around these greenhouses happens daily though not more than eight (8) hours in length per day. On the average, two (2) laborers work in the houses daily but in the event of adverse weather conditions (for example, rain), up to eighteen (18) workers may be assigned to these tasks.

Equipment maintenance is performed at this location. Up to two (2) workers may be asked to assist the owner in this activity which consists of pressure washing and tire and fluid checks. These tasks are performed as needed on the tractors and skidloaders. These tasks rarely take more than four (4) hours per month and are often done on rainy days.

***ITEM 13 - Board Arrangements, cont.**

1) Employer will furnish free and convenient cooking facilities for workers to prepare own meals.

2) Employer will provide cooking, food preparation and serving utensils at no cost to the worker.

3) Employer will provide transportation to assure worker access to stores where they can purchase groceries.

Form ETA 790, ATTACHMENT 1, cont.

***ITEM 14 – Referral Instructions, cont.**

Referrals of individuals shall be made through the order holding office of the Pennsylvania Department of Labor and Industry / Bureau of Employer and Career Services in order to ascertain current employment, crop or housing information and enable proper arrangements to be made.

It will be the responsibility of the "applicant holding office" to inform job seekers of the terms and conditions of this clearance order. The "applicant holding office" after coordinating the referral with the holding office will contact the employer directly and advise the employer of the referral or referrals. Employer will conduct

interviews, either in person or by telephone, during the hours of 9:00 AM to 4:00 PM, Monday through Friday. Employer can be contacted at the following address and telephone number:

Huber Nurseries
1472 Stevens Street
Manheim, PA 17545
(717) 898-9115

Order holding office:

Lancaster County Careerlink
1016 North Charlotte Street
Lancaster, PA 17603
(717) 299-7631

Employer agrees to interview all US workers referred by the State Employment Services, local or by supply states who have been screened by such employment services for:

1. Availability for entire season.
2. Have transportation to job site
3. Have been fully apprised by local employment office of the terms, conditions and nature of employment

***ITEM 15 – Job Specifications**

Worker will operate equipment involved in daily nursery operations including skid loaders, tractors, tree spades, weed eaters, chain saw, pressure washer and irrigation pumps. Worker may assist in equipment maintenance of washing and tire and fluid checks. Worker will dig and burlap, prune, trim, water, grade, mark and tag, plant and stake trees, plants and shrubs. Worker will fertilize fields and container stock. Worker will assist in general nursery maintenance, spraying and weeding. Worker will help construct and maintain greenhouses. Worker will install and operate drip lines. Worker may mow grass, rake leaves and split and stack firewood. Worker may help with snow removal around property buildings and greenhouses. Worker will be required to work in fields in light rain (raingear will be provided at no cost to worker). Worker should be able to work in temperatures slightly below 30 degrees to slightly above 100 degrees. Considerable stooping, lifting and kneeling are required; worker must be able to lift at least 85 pounds. Workers should not have allergies to plant or insect control sprays. Worker should have one – two months

Form ETA 790, ATTACHMENT 1, cont.

general nursery laborer experience. Worker must be physically able to perform work as described above. Job duties may change back and forth depending upon stages and conditions of the tree and shrubbery crop.

Descripcion del Trabajo

El trabajador funcionará el equipo implicado en operaciones diarias del cuarto de niños incluyendo cargadores de la resbalón, tractores, espadas del árbol, comedores de la mala hierba, sierras de cadena, y bombas de la irrigación. El trabajador puede asistir al mantenimiento de equipo de lavarse y cansarse y de cheques del líquido. El trabajador cavará y arpillera, pasa, ajuste, agua, grado, marca y etiqueta, los árboles de la planta y de la estaca, las plantas y los arbustos. El trabajador fertilizará campos y la acción del envase. El trabajador asistirá en general al mantenimiento del cuarto de niños, rociando y escardando. El trabajador ayudará a construir y a mantener invernaderos. El trabajador instalará y funcionará líneas del goteo. El trabajador puede segar la hierba, las hojas del rastrillo y fractura y leña del apilado. El trabajador puede ayudar con retiro de la nieve alrededor de edificios y de invernaderos de la característica. Requerirán al trabajador trabajar en campos en la lluvia ligera (raingear será proporcionado en ningún coste al trabajador). El trabajador debe poder trabajar en temperaturas levemente debajo de 30 grados a levemente sobre 100 grados. Se requieren el inclinarse considerable, la elevación y el arrodillarse; el trabajador debe poder levantar por lo menos 85 libras. Los trabajadores no deben tener alergias a plantar o aerosoles del control del insecto. El trabajador debe tener un - dos meses del cuarto de niños de experiencia general del trabajador.

El trabajador debe poder físicamente realizar el trabajo como se describe anteriormente. Los deberes del trabajo pueden cambiar hacia adelante y hacia atrás depender de etapas y las condiciones del árbol y de los arbustos cosechan.

***ITEM 16** – Wage Rates, Special Pay Information and Deductions

(a) The current Adverse Effect Wage Rate (AEWR) of $9.70 per hour or the AEWR in effect at the time work performed or prevailing hourly rate, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers. In the event the U.S. Department of Labor promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR at the time of application, the employer would continue to pay $9.70 per hour guaranteed minimum (unless there is a prevailing hourly wage that is higher than the AEWR).

(b) The employer guarantees to offer employment for a minimum of ¾'s of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, ¾'s guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day

Form ETA 790, ATTACHMENT 1, cont.

(c) except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

(d) Payroll periods will be weekly.

(e) The employer will provide worker who is referred through the Interstate Clearance System forty (40) hours of work for the week beginning with the anticipated date of need unless the employer has amended the date of need by notifying the Local Office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System $9.70 per hour for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work and pay will be $9.70 per hour preparing greenhouses, preparing land for planting and other work related to growing trees and shrubbery and operating a nursery. If worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above-mentioned assurance.

(f) The employer will make the following deductions: Federal Taxes (X), FICA (X), State (X) Local Taxes (X), Advances ( ), Meals ( ), Willful destruction of property (X) and Other (X).

*ITEM 17 – Transportation Arrangements

Reimbursement for transportation and daily subsistence at the federally-defined rate of subsistence at the date of travel from place of recruitment to job site will be made under the following conditions to workers for whom the employer is legally obligated to supply housing.

1. Under completion of 50% of the job contract period. In this case, the payment shall be due on a day no later than the first working day subsequent to the completion of the minimum employment period. The amount of transportation payment will be equal to the most economical and reasonable common carrier transportation charges for the distance involved.

2. When the services of the worker are no longer required for the reasons beyond the control of the employer due to fire or other acts of God, such as frost, flood, drought, hail, etc. which makes fulfillment of the work period impossible.

3. When the worker cannot complete the work period due to sickness related to this/these activities and so certified by a doctor selected by the employer.

Upon completion of the job contract period, the employer reserves the right to charter or otherwise arrange for return transportation at the employer's election.

Form ETA 790, ATTACHMENT 1, cont.

If the worker voluntarily abandons employment before the end of the work period or is terminated for job-related reasons or misconduct, the employer will not be responsible for providing subsequent transportation and subsistence expenses.

Transportation from the worker's on-the-job site living quarters to the place where the work is to be performed will be provided by the employer without cost to the worker.

*Assurances
The employer agrees to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

*Worker's Compensation Insurance (copy of certificate of liability insurance is attached)
Carrier: Westfield Insurance Companies
Policy #: WCA 4089089
Note: This policy's premium is paid on an annual basis and will be renewed to cover the entire requested period and beyond.

***Other Conditions of Employment**

Termination - The employer may terminate the worker with notification to the Employment Service Local Office if worker:

A: Refuses to work, without justified cause, and perform work for which the worker was recruited and hired.

B: Commits serious acts of misconduct.

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 provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

Training: The only work standards required of any non-immigrant or US worker will be that after three (3) days of on-the-job experience, each worker possesses the willingness and physical capabilities to work in the production of trees and shrubbery.

Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administration before certification is granted.

Tools, Supplies and Equipment: Employer will provide without charge all tools, supplies and equipment to the worker.

Employer Obligation if Employment is 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

Form ETA 790, ATTACHMENT 1, cont.

specified in the job order as a term of employment, providing transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment and Conditions: Employer will expeditiously notify the Order Holding Office or State Agency immediately upon learning that plant production is earlier or later, or 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.

Work Agreement: The employer will provide a copy of the contact or Job Clearance Order the worker no later than on the day the work commences.

Wage Statement: Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate, the hours of employment offered including those above the guarantee and total earnings for the pay period. All deductions will be itemized.

Other: Worker must have necessary documents to complete INS Form I-9 upon hiring but not prior to the interview. Workers will have three (3) days from date of hire to provide I-9 documents.