

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

Employer's Name and Address (Number, Street, City, State, Zip Code, and

Two Sisters' Farm
400 Fairview Rd.
Coatsville, Pennsylvania 19320
(610) 360-8312

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

Table with 2 columns: 4. Industry Code/Codigo de Industria (0272) and 5. Job Order #/ No. Orden de Empleo (670056)

1. Location and Direction to Work Site/Direccion del lugar de Trabajo

400 Fairview Rd., Coatsville, PA 19320

Start out going NORTH on POPLAR ALY toward LOCUST ST. 0.2 mi Map | Avoid

- 2. Turn RIGHT onto ELM ST. 0.0 mi Map | Avoid
3. Turn LEFT onto MAIN ST. 0.4 mi Map | Avoid
4. Turn RIGHT onto HIGHLAND ST/PA-441. 0.5 mi Map | Avoid
5. Turn RIGHT onto EISENHOWER BLVD. 1.6 mi Map | Avoid
6. Turn LEFT onto PA-283 E. 29.0 mi Map | Avoid
7. Merge onto US-30 E. 22.0 mi Map | Avoid
8. Turn RIGHT onto S OCTOPARA TR/PA-10. Continue to follow PA-10. 2.1 mi Map | Avoid
9. Turn LEFT onto E 1ST AVE/PA-372. Continue to follow PA-372. 1.3 mi Map | Avoid
10. Stay STRAIGHT to go onto STRASBURG RD. 5.9 mi Map | Avoid
11. Turn RIGHT onto FAIRVIEW RD. 0.4 mi Map | Avoid
12. 400 FAIRVIEW RD is on the RIGHT. Map | Avoid

6. Occupational Title and Code/Titulo Ocupacional y Codigo
45-2093 FARM WORKERS
FARM & RANCH ANIMALS

7. Clearance Order Issue Date/ Fecha de Tramite
12/29/09

8. Job Order Expiration Date/ Fecha de Vencimiento
3/15/2010

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

2. Location and Description of Housing/Direccion y Descripcion de la Vivienda

House
700 Fairview Rd., Coatsville, PA 19320

Start out going NORTH on POPLAR ALY toward LOCUST ST. 0.2 mi Map | Avoid

- 2. Turn RIGHT onto ELM ST. 0.0 mi Map | Avoid
3. Turn LEFT onto MAIN ST. 0.4 mi Map | Avoid
4. Turn RIGHT onto HIGHLAND ST/PA-441. 0.5 mi Map | Avoid
5. Turn RIGHT onto EISENHOWER BLVD. 1.6 mi Map | Avoid
6. Turn LEFT onto PA-283 E. 29.0 mi Map | Avoid
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11. Turn RIGHT onto FAIRVIEW RD. 0.4 mi Map | Avoid
12. 400 FAIRVIEW RD is on the RIGHT. Map | Avoid

9. Anticipated Period of Employment/ Periodo Anticipado de Empleo
From/ Desde: 02/15/2010 To/Hasta: 12/15/2010

10. No. of Worker's Requested/ No. de Trabajadores Pedidos
2

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 48
Sunday/Domingo Monday/Lunes B
Tuesday/Martes B Wednesday/Miercoles B
Thursday/Jueves B Friday/Viernes B
Saturday/Sabado B

12. Collect Calls Accepted from/ Se Aceptan Llamadas a Cobrar de:
Employer/El Empleador Yes \_\_\_ No X
Local Office/ La Oficina Local Yes \_\_\_ No X

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

13. Board Arrangements/Arreglo de Alojamiento

The employer will furnish free and convenient cooking and kitchen facilities so that workers can prepare their own meals or furnish meals. Employer will also provide transportation, at least one each week that workers have access to stores. In the event that a female employee is hired for this contract a second apartment will be made available for said employee and for inspection by the SWA. The second apartment will have separate toilet and shower facilities so that male and female employees are provided separate and gender specific housing options.

14. Referral Instructions/ Instrucciones para el Referimiento de Candidatos

Any U.S. workers who wish to apply, will be interviewed by employer, Mon-Fri, 8:30-3:00. All hires will be reported to order holding office.

15. Job Specifications/ Descripcion del Trabajo

Workers will care for horses to protect their health and improve their appearance in conjunction with worker's assistance during the employer's foaling, weaning and yearling preparation season. Workers will provide water for the employer's horses, and will measure, mix and apportion feed and feed supplements according to feeding instructions during the aforementioned season.

Trabajadores cuidan para caballos, sus saludes, mejoraran la apariencia del caballo de los caballos. Ademas de prestar asistencia al empleador durante la epoca de crianza, destete y nacimiento. El trabajador proveera agua y comida a los caballos y mezclaran alimentos y suplementos alimenticios segun las instrucciones de dueño del rancho

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

Table with 7 columns: Crop Activities / Hourly Wage, Piece Rate / Unit (s), Special Pay, Deductions / YES/ NO, Pay Period

1
(-09357-21620)

Cultivos	Salario por Hora	Pago por Pieza/ Unidad (es)	(bonus, etc.) Pagos Especiales (bono, etc)	Deducciones	SI	Periodo de Pago
Stable Attendant	\$9.30			Social Security / Seguro Social	X	Weekly/Semanal X
	\$			Federal Tax Impuestos Federales	X	
	\$			State Tax Impuestos Estatales	X	Bi-weekly Cada 2 semanas
	\$			Meats/ Comidas	X	
	\$			Other (specify)/ Otro	X	Other/ Otro

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

Tax deductions will be made on U.S. workers only. The total wages offered by employer for the first week of work will be \$446.40

(If additional space is needed, use separate sheet of paper./ Si necesita mas espacio, utilice document adicional.

**17. Transportation Arrangements/ Arreglos de Transportacion**

At 50% of contract, workers will be reimbursed. Travel and subsistence paid by employer. Employer is required to reimburse workers who are unable to provide receipts for their transportation expenses a minimum of \$9.90 per day and \$39.00 as the maximum amount if the worker is able to provide receipt.

(If additional space is needed, use separate sheet of paper./ Si necesita mas espacio, utilice document 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 area de usar Contratistas Agricolas para reclutar, supervisor, transportar, dar vivienda o pagarle a los Trabajadores en estos tipos de cosecha(s)? Yes/ Si        No X

If you have checked yes, what is the FLC wage for each activity?/ Si contest "Si", cual es el salario que le pago el Contratista Agricola por cada Actividad?

19. Unemployment insurance provided? Seguro de Desempleo? Yes/ Si X No       

20. Workers' compensation insurance provided? Indemnizacion por accidente de trabajo? Yes/ Si X 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/ Si X 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 respect al pago de una commission u otros beneficios por ventas hechas a los trabajadores. (si no hay ningun acuerdo o convenio Indique "Ninguno") None/Ninguno

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 interrupcion de las operaciones por parte de los empleados en el lugar de empleo. (si no hay, indique "Ninguno") None/Ninguno

24. Address of Order Holding Office (include Telephone number)/ Direccion de la Oficina donde se Radico la Oferta (incluya numero de telefono)

Pennsylvania Department of Labor & Industry  
Bureau of Workforce Development Partnership  
Employer Coordination Services  
13<sup>th</sup> Floor West, Labor and Industry Building  
Seventh and Forster Streets  
Harrisburg, PA 17122  
(717) 787-5436 or (717) 787-6521  
Fax (717) 705-5394

25. Name of Local Office Representative (include direct dial Telephone number)/ Nombre del representante de la Oficina Local (incluya numero de telefono)

John Stoltz PH: (717) 787-5436

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 terminus y condiciones de trabajo, y contiene todos los materiales, terminos, y condiciones ofrecidos.

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

*Deanna Kim president, Two Sisters' Farm Inc*

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 54209, 200 Constitution Avenue, NW Washington, DC 20210.

ETA 790 (Rev. July 2009)

**ATTACHMENTS TO ETA-790**

**ITEM 1 – Employer’s Name, Address & Telephone Number**

Two Sisters’ Farm, Inc.  
400 Fairview Rd.  
Coatesville, Pennsylvania 19320  
(610) 873-6067

c/o Conley-Morgan Law Group, PLLC  
901 N Broadway  
Lexington, Kentucky 40505  
(859) 268-7705

**ITEM 2- Location & Direction to Work Site**

400 Fairview Rd., in the county of Chester, Coatesville, Pennsylvania 19320.

**ITEM 3 – Housing**

Housing will be clean and in compliance with OSHA housing standards. Workers will be responsible for maintaining housing in a neat and clean manner.

Reasonable repair cost of damage, other than that which is caused by normal wear and tear, may be deducted from the wages of workers found to be responsible for damage to housing and furnishings.

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

The employer will furnish free and convenient cooking and kitchen facilities so that workers can prepare their own meals or furnish meals. Employer will also provide transportation, at least one each week, to assure that workers have access to stores. In the event that a female employee is hired for this contract a second apartment will be made available for said employee and for inspection by the SWA. The secondary apartment will have separate toilet and shower facilities so that male and female employees are provided separate and gender specific housing options.

**Description of HOUSING:**

House  
700 Fairview Rd., Coatesville, Pennsylvania 19320.

**Mail and Telephone:**

Workers *may receive* mail at the following address:

Two Sister’s Farm  
400 Fairview Rd.  
Coatesville, Pennsylvania 19320  
(610) 380-9312

Workers may be contacted in the event of an emergency *by telephone* at:  
(610) 380-9312

**ITEM 4 – Board**

The employer will furnish free and convenient cooking and kitchen facilities so that workers can prepare their own meals or furnish meals. Employer will also provide transportation, at least once each week, to assure that workers have access to stores.

**ITEM 5 – Referral Instructions**

All U.S. workers who express an interest in the employment opportunity will be interviewed for employment and must be able to complete the following.

1. Physical ability to perform the work stated in this order.
2. Availability for the entire period of employment stated in Item 6.
3. Worker has been fully apprised of the terms, conditions, and nature of the job duties for the employment offered.

Any U.S. workers who wish to apply, will be interviewed by employer, Mon-Fri. 8:30-3:00. All hires will be reported to order holding office.

For interview contact:

Deborah Rush  
Two Sister's Farm  
400 Fairview Rd.  
Coatesville, Pennsylvania 19320  
(610) 380-9312

**ITEM 10-Job Specifications****Tools and Equipment:**

The employer will furnish, without charge, all tools, supplies, and equipment required in the performance of the specified work. Workers will be charged for any willful damage or loss of such tools and equipment.

Workers will care for horses and mules to protect their health and improve their appearance; water animals and measure, mix and apportion feed and feed supplements according to the feeding instructions. These workers will also wash, brush and trim, and curry animals' coats to clean and improve their appearance. These workers will inspect animals for disease, illness, and injury and treat animals according to instructions

The workers understand that if he, she, or they abandon employment or are terminated for cause prior to the end of the period of employment shown in item five (5) he, she or they will forfeit the ¾ guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the work rules attached hereto, cannot be tolerated and may result in termination.

**Alternative Work:**

This could include maintenance of tools and equipment, and other work that is directly related the activities for which the workers were hired. Such work will be offered when climate or conditions preclude working in the primary activities stated above. Alternative work may only be required if the first week wage guarantee listed in 20 CFR 653.501 is invoked.

**General Conditions:**

Workers will begin at an assigned time, 7:00 am and continue until 4:00 p.m. Monday through Saturday. If work is available beyond normal workdays the employer may offer, but not require, the worker the opportunity to work additional hours. Work is performed during light rain and in high humidity and in temperatures ranging from 100 degrees to 35 degrees F. Workers will work on their feet in bent positions for long periods of time. Workers will supply their own work clothes. All tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to the job listed in the application, such as cleaning animals' quarters and replenishing bedding, exercising animals, and unloading and storing feed and supplies. Workers may whitewash stables using brushes and may clean saddles and bridles. Workers may also saddle horses. All other duties assigned under this order will be those duties of a Stable Attendant, DOT Code 410.674-022.

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.

**ITEM 11-Wage Rates—Pay Information & Deductions**

The prevailing wage rate for Kentucky or Adverse Effect Wage Rate (AEWR) whichever is higher is guaranteed as a minimum for all work contained in this order.

The employer will make the following deductions:

Taxes applicable under Federal, State, and Local laws, advances ( ), meals ( ), willful destruction of property ( ), other ( ) specify:

The employer will furnish the worker, on or before each payday, written statements showing, at a minimum, the hours actually worked, total earnings, and all deductions for the pay period. The statements will comply with 20 CFR 655.102(b)(8).

The total wages offered by employer for the first week of work will be \$446.40.

Workers will be paid once each week on Wednesday.

The employer guarantees to offer the worker employment for at least three-fourths (3/4) of the total hours listed in Item 10, excluding Federal holidays, beginning with the first workday after the arrival of the worker at the place of employment and continuing through the ending date listed three-fourths (3/4) of the hours during the employment period and any extensions. The employer shall pay the worker the amount that the worker would have earned had the worker in fact, worked the guaranteed number of hours.

If before the work ending date specified in Item 5, the services of the worker are no longer needed for reasons beyond the control of the employer due to fire, flood, hail, frost, drought, or other Acts of God which makes the fulfillment of the employment period impossible, the employer may terminate the employment. In the event of such termination the three-fourths (3/4) guarantee will end on the date of

termination. In such cases, the employer will make efforts to cover the cost of transportation and subsistence to the job regardless of whether fifty percent (50%) of the contract has expired. If no suitable and comparable work can be arranged, the employer will pay the cost of transportation and subsistence to return the worker to the place of recruitment.

The three-fourths (3/4) guarantee shall be void if the worker voluntarily abandons the employment before the employment period ends or if the worker is terminated for cause.

The employer will offer (but not require) the worker, referred through the Agricultural Recruitment System, forty eight (48) hours of work at the prevailing wage rate or AEW, whichever notices the order holding office of the Kentucky Department of Employment Services of a change in the anticipated date of need at least 10 working days prior to the date of need. If the employer fails to notify the order holding office, the eligible worker will be paid the specified rate, or hourly piece rate guarantee, for the first full week's services without regard to the actual hours worked or activity which the worker was employed for the week. A worker who fails to notice the nearest Job Service office no sooner than nine (9) working days and no later than five (5) working days prior to the anticipated date of need of their intentions to fill the job for which they were recruited, will be disqualified from the first week's wage guarantee stated above.

The employer may offer (but not require alternative work during the employment period.) Alternative work may only be required if the first week wage guarantee list in 20 CFR 653.501 is invoked.

The employer will provide worker's compensation insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment.

#### **ITEM 12 - Transportation**

The employer will agree to reimburse the worker for the reasonable cost of transportation and subsistence, as required in 20 CFR 655.102(b)(5), from the workers place of recruitment to the place of employment once the worker has completed fifty percent (50%) of employment stated in Item 5. The employer will provide or pay the cost of return transportation and subsistence to the place of recruitment, except when the worker is not returning to the place of recruitment and is going to subsequent employment with an employer who is providing transportation to that job. If a subsequent employer is not bearing the cost of transportation then the employer listed in Item 4 agrees to pay for that transportation.

Travel and subsistence must be pay by employer. Employer is required to reimburse workers for their transportation and subsistence expenses in the amount of \$9.90 per diem as the minimum amount if the worker is unable to provide receipts and \$39.00 as the maximum amount if the worker is able to provide receipt. Daily transportation from the housing site to the work site will be provided by the employer at no cost to the workers.

#### **OTHER CONDITIONS OF EMPLOYMENT**

Workers must possess sufficient documentation required for the employer to complete the employment eligibility verification requirement of the Immigration Reform and Control Act of 1986.

#### **INVOLUNTARY TERMINATION**

The employer may terminate the worker for lawful, job related reasons. In the event of such termination the employer will notify the local office of the Department of Employment Services *immediately* by phone and follow such notification in writing.

**MEDICAL TERMINATION**

In the event of termination of a worker for medical reasons occurring after the worker has been employed or occurring as a result of employment, the employer agrees to pay transportation and subsistence costs for the workers travel to the place of employment and their return to the place of recruitment.

**EXTENSIONS OF THE JOB ORDER**

No extensions of this order will relieve the employer of his/her obligations to pay wages that have already been earned, transportation costs that have already been, or shall be, incurred or guarantees stated in this order.

**OUTREACH WORKERS**

The employer will allow outreach workers of the Department for Employment Service reasonable access to all workers employed under this order pursuant to 20 CFR 653.107 and 20 CFR 653.501.

**EMPLOYER NOTIFICATION OF THE EMPLOYMENT SERVICE**

The employer will expeditiously notify the local office of the Department of Employment Service in writing of any changes in the terms and conditions or anticipated dates of need in this order.

**ASSURANCES**

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

**EFFORTS TO RECRUIT U.S. WORKERS AND THE RESULTS**

The employer agrees to advertise the job opportunities in the local newspaper and/or on the local radio stations. The employer also agrees to contact local feed mills and temporary help agencies to locate adequate help before bringing in migrant workers. The employer agrees to interview anyone available from such provided lists. The employer also agrees to recruit by the usual word of mouth. The employer will contact the local extension service, the farming agencies, farm worker service organizations and farm work advocacy groups, such as Kentucky Farm workers Program, in the region for potential workers.

Employer agrees to interview all U.S. workers referred by the State Employment Service and all who apply directly.