

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. 1206-0134, Expires 08/31/2009

<p>1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)</p> <p>The Garden's Edge 3000 Ironstone Hill Rd York, PA 17403 717-747-9266</p>	<p>Industry Code / Código de Industria: _____ Job Order # / No. Orden de Empleo: PAB72-385</p> <p>Occupational Title and Code / Título Ocupacional y Código</p>																
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo</p> <p>3000 Ironstone Hill Rd York, PA 17403</p> <p>From York, PA: Take I-83 to Exit 10 toward PA 214. Left at North St, continue onto Log Rd (approx .5 miles). Right on Ironstone Hill Rd (approx 250 ft). Left on Pleasant Ave (approx 1.5 miles). Arrive at destination on left. (see attachment / para más detalles ver)</p>	<p>Clearance Order Issue Date / Fecha de Tramite</p> <p>Job Order Expiration Date / Fecha de expiración: 2/29/2010</p> <p>6. Anticipated Period of Employment / Periodo Anticipado de Empleo</p> <p>From / Desde: 2/28/10 To / Hasta: 11/30/10</p>																
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>3000 Ironstone Hill Rd York, PA 17403</p> <p>House with kitchen and bath facilities. (see attachment / para más detalles ver)</p>	<p>7. No. of Workers Requested / No. de Trabajadores Pedidos</p> <p>10</p> <p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana</p> <table border="1"> <tr> <td>Sunday / Domingo</td> <td>6</td> <td>Monday / Lunes</td> <td>6</td> <td>Tuesday / Martes</td> <td>6</td> <td>Wednesday / Miércoles</td> <td>6</td> <td>Thursday / Jueves</td> <td>6</td> <td>Friday / Viernes</td> <td>6</td> <td>Saturday / Sabado</td> <td>6</td> <td>Total</td> <td>36</td> </tr> </table> <p>9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar</p> <p>Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Local Office / Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	Sunday / Domingo	6	Monday / Lunes	6	Tuesday / Martes	6	Wednesday / Miércoles	6	Thursday / Jueves	6	Friday / Viernes	6	Saturday / Sabado	6	Total	36
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<p>4. Board Arrangements / Arreglo de Alojamiento</p> <p><input type="checkbox"/> Employer will provide 3 meals per day and will deduct \$ _____ per day.</p> <p><input checked="" type="checkbox"/> Employer will furnish free and convenient cooking and kitchen facilities so that workers may prepare their own meals and will provide transportation to ensure workers access to stores where they can purchase groceries.</p>																	
<p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos</p> <p>Potential US workers will be accepted from the local Job Service Office, through word-of-mouth, gate hires (walk-up workers), and other sources. All applicants should be thoroughly familiarized with the job specifications and terms and conditions of employment on the job order. The Job Service Office should refer only workers meeting all qualifications on the job order to Leslie Downs, 918-419-2140. Cont. on Attachment 5. (see attachment / para más detalles ver)</p>																	
<p>10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box)</p> <p>Prepare soil and growing media. Cultivate, plant, transplant, and irrigate plants in environmentally controlled conditions. Use hoe, rake, and shovel to maintain growing area. Use loader to haul, spread fertilizer. Drive pickup to rotate plants to/from greenhouses. Harvest plants. Prepare plants for market by moving containers and wrapping. Clean work areas.</p> <p>Clean driving record - MVR Must be able to lift 80 lbs. 3 months experience Employment reference</p> <p>(see attachment / para más detalles ver)</p>																	
<p>10 a. Descripción del Trabajo / Job Specifications (Summary of Material Job Specifications in SPANISH must be included inside this box)</p> <p>Prepare tierra y medios crecientes. Cultive, la planta, el trasplante, e irrigue plantas en condiciones ambientalmente controladas. Limpieza del uso del rastriillo, y la pala para mantener área que crece. La cargadora del uso para acarrear, abono de extensión. Manejo de plantas para rotar invernales de a/d de plantas. La cosecha planta. Prepare plantas para el mercado moviendo contenedores y envolver. Limpie áreas de trabajo.</p> <p>Limpie manejando registro - MVR debe poder levantar 80 lbs. 3 meses experimentan referencia de Empleo</p> <p>(see attachment / para más detalles ver)</p>																	

C-10006-21885

11. Wage Rates, Special Pay Information and Deductions / Tasa de Pago, Información Sobre Pagos Especiales y Deducciones (Reduções)							
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidades(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions / Deducciones	YES SI	NO NO	Pay Period Periodo de Pago
plants, shrubs	\$ 8.72 9:58			Social	✓		Weekly / Semanal
	\$ 14.10			Federal Tax Impuestos Federales	✓		Bi-weekly / cada 2 sem. ✓
				State Tax Impuestos Estatales	✓		
				Meals (comidas)		✓	Other / Otro
				Other (specify) Otro		✓	

More Details About the Pay / Más Detalles Sobre el Pago
Workers will be responsible for proper use of equipment. Repair costs of damaged equipment due to misuse, carelessness, or not following instructions will be deducted from worker's earnings.
Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings.
(see attachment / para más detalles vea _____)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)
After the worker has completed 50% of the work contract period, the employer shall reimburse the worker for cost of transportation & subsistence (a min. reimbursement of \$9.90/day & a max. reimbursement of \$39/day. Receipts required.) from the place of recruitment to the place of work. Upon completion of the work contract, the employer will pay reasonable costs of return transportation & subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs; in which case this employer only pays for the transportation to the next job. Cont. on Attachment 12. (see attachment / para más detalles vea 12)

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for his (his) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, ó pagar a los trabajadores en este/estos tipo(s) de cosecha(s)/siembra(s)? Yes No If you have checked yes, what is the FLC wage for each activity?/Si contesto "SI," cual es el salario que le paga el Contratista Agrícola para cada actividad?

14. Unemployment insurance provided / Seguro por Desempleo: Yes No
15. Workers' compensation insurance provided / Indemnización por accidentes de trabajo: Yes No
16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes No
17. 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")
n/a

18. 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 todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")
n/a

19. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se Recibió la Orden (incluya número de teléfono)
John Stoltz - H2A Coord.
FLC Unit
651 Boas St, 12th Fl
Harrisburg, PA 17121
717-787-6521

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono)
John Stoltz - H2A Coord.
FLC Unit
651 Boas St, 12th Fl
Harrisburg, PA 17121
717-787-6521

21. 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 Título del Empleador
John Stoltz PIA Mark Willoughby Date: 1/5/10

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.
LEAER CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratuito de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 750 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 are mandatory by 20 CFR 653.600. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

7. **Employer Notification of Changes in Employment Terms & Conditions:** Employer will expeditiously notify the order holding office of State agency by telephone immediately upon learning that a crop is maturing earlier or later or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

8. **Work Agreement:** A copy of the contract of the work agreement or ETA 790 and attachments will be provided to the worker no later than on the day the work commences.

9. **Wage Statements:** Employer will furnish to the worker on or before each payday written statements showing the hours worked by the worker and the worker's total earnings for the pay period. Such statements will comply with DOL requirements.

10. **Equipment Damage/Misuse:** Workers will be responsible for proper use of equipment. Repair costs of damaged equipment due to misuse, carelessness, or not following instructions will be deducted from worker's earnings.

11. **Contract Impossibility:** The employer will terminate the work contract of any worker whose services are no longer required for reasons beyond the control of the employer or an Act of God. In the event of such termination, the employer will be bound by the $\frac{1}{2}$ guarantee from the first workday after arrival to the date of termination.

12. **Transportation Arrangements:** After the worker has completed 50% of the work contract period, the employer shall reimburse the worker for cost of transportation & subsistence (a min. reimbursement of \$ 9.90 /day & a max. reimbursement of \$ 39 /day. Receipts required.) from the place of recruitment to the place of work. Upon completion of the work contract, the employer will pay reasonable costs of return transportation & subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, in which case this employer only pays for the transportation to the next job. The amount of transportation payment will be equal to the most economical & reasonable similar common carrier transportation charges for the distances involved.

Should the worker voluntarily quit or be terminated for just cause prior to completion of 50% of the work contract, the worker will be required to reimburse the employer for the full amount of transportation & subsistence monies that were advanced or reimbursed to the worker.

The employer shall provide transportation between the place where the employer has provided housing to the actual work site & return at the end of the workday. Such transportation will be without cost to the worker & the means of transportation shall meet all applicable safety standards.

13. **Proof of Citizenship:** All workers hired under this order will be required to provide documentation attesting the US citizenship or legal status to work in the US.

14. **Request for Conditional Access:** Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards no later than 30 days in advance of the date of need reflected on the ETA 790.

15. **Number of Workers:** The employer anticipates the total number of workers to be used in this occupation to be 15, of which 10 will be H-2A workers for which certification is requested; the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

16. **Other:** The employer agrees to abide by the regulations in 20 CFR 653.107, 20 CFR 655.103, Assurances, and 20 CFR 653.501. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment related laws. The employer is an Equal Employment Opportunity employer and will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

Initialed: _____