

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

U.S. Department of Labor
Employment and Training Administration



O.M.B. Approval No. 1205-0134, 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>Brenckles Farms & Greenhouses 300 Shannon Rd. Renfrew, PA 16053 724-789-9528</p>	<p>Industry Code / Código de Industria 049 → 0161</p>	<p>Job Order # / No. Orden de Empleo 677135</p>												
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo</p> <p>Farms and Greenhouses located in Butler County 322 Shannon Rd., Renfrew, PA 16053, From I-79 N Take exit 83 for PA-528 N toward Evans City, Merge onto Lindsay Rd/PA-528, Turn right at Evans City Rd/PA-528/PA-68 Left at Rosehaven Dr, Left at Shannon Dr (see attachment / para más detalles vea _____)</p>	<p>Occupational Title and Code / Título Ocupacional y Código Field Laborer 45-2092-02 (GENERAL) FARM WORK</p>	<p>Clearance Order Issue Date / Fecha de Tramite: 2/11/10</p>												
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>Farms and Greenhouses located in Butler County Large original farmhouse on property with recently updated kitchen, baths and living areas. Four (4) bedrooms each containing two (2) beds and two (2) bathrooms. (see attachment / para más detalles vea 3)</p>	<p>Job Order Expiration Date / Fecha de expiración: 4/25/10</p>	<p>6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 3/25/2010 To / Hasta 11/07/2010</p>												
<p>4. Board Arrangements / Arreglo de Alojamiento</p> <p>Employer will provide free and convenient cooking and kitchen facilities to workers living in employer provided housing which will enable workers to prepare their own meals. Also will provide transportation once per week to go to store to buy food and other necessities. (see attachment / para más detalles vea _____)</p>	<p>7. No. of Worker's Requested / No. de Trabajadores Pedidos 5</p>	<p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena</p> <table border="1"> <tr> <td>Sunday / Domingo</td> <td>Wednesday / Miércoles</td> <td>7</td> </tr> <tr> <td>Monday / Lunes</td> <td>Thursday / Jueves</td> <td>7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>Friday / Viernes</td> <td>7</td> </tr> <tr> <td></td> <td>Saturday / Sabado</td> <td>5</td> </tr> </table> <p>9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes <input type="checkbox"/> No X Local Office/Oficina Local Yes <input type="checkbox"/> No X</p>	Sunday / Domingo	Wednesday / Miércoles	7	Monday / Lunes	Thursday / Jueves	7	Tuesday / Martes	Friday / Viernes	7		Saturday / Sabado	5
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<p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos</p> <p>The employer agrees to interview referrals from all sources. Employer agrees to interview all US workers referred by the VT DOL/Workforce Agency who have been screened by such employment services for: 1) US Employment Eligibility, 2) Availability for the entire season, 3) Have been fully apprised by the employment office of the terms, conditions and nature of employment. (see attachment / para más detalles vea 5)</p>														
<p>10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]</p> <p>Manually plant, cultivate, and harvest vegetables. Use hand tools such as shovels, trowels, hoes, tampers, pruning hooks, shears, and knives.</p> <p>In addition the worker will follow the Supervisors instructions, the worker will harvest produce/vegetables and place in baskets provided. A fully loaded basket weighs between 40 – 70 pounds, depending on the size, condition of the produce/vegetables harvested. Once baskets are filled the worker will walk to wagon in field and carefully empty the contents, returning to harvest more. In order to perform this kind of work, worker must be able to work outside for at least 8 hours a day in all kinds of weather and be in possession of the requisite physical strength and endurance to repeat the picking process rapidly, working quickly and skillfully with their hands, and carrying large number of baskets from the area in which the vegetables are being harvested to the location of the wagon. (see attachment / para más detalles vea 10)</p>														
<p>10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]</p> <p>Manualmente planta, cultiva y cosecha verduras. Las herramientas manuales del uso como palas, los desplantadores, las azadas, manipulan, las podaderas, las tijeras, y los cuchillos.</p> <p>Además el trabajador seguirá las instrucciones de Supervisores, el trabajador cosechará productos/verduras y colocará en cestas proporcionadas. Una cesta completamente cargada pesa entre 40 – 70 libras, dependiendo del tamaño, la condición de las productos/verduras cosechadas. Una vez que cestas son llenadas al trabajador andará al vagón en el campo y vaciará con cuidado el contenido, volviendo a cosechar más. Para realizar esta clase del trabajo, el trabajador debe poder trabajar afuera para por lo menos las 8 horas del día en todas clases de tiempo y estar en la posesión de la fuerza y la resistencia físicas necesarias de repetir el proceso de que escoge rápidamente, trabaja rápidamente y diestramente con sus manos, y lleva muchas cestas del área en que las verduras son cosechadas a la ubicación El vagón. (see attachment / para más detalles vea _____)</p>														

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago
			Pagos Especiales (Bono, ect.)				
Vegetables	\$ 9.50	\$		Social	X		Weekly/ Semanal
	\$	\$		Federal Tax Impuestos Federales	X		
	\$	\$		State Tax Impuestos Estatales	X		Bi-weekly / cada 2 sem.
	\$	\$		Meals (comidas)		x	
	\$	\$		Other (specify)/ Otro		x	Other / Otro

More Details About the Pay/Más Detalles Sobre el Pago

In the event the AEWR were to increase, the employer will raise the workers rate of pay accordingly. The employer will make the following deductions: any cash advances, overpayment of wages, and charges for any loss to the employer due to the worker's damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker in writing.

(see attachment / para más detalles vea 11)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)

For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for costs incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment.

(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 this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si No X ;If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes X No
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes X 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 X 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")

None

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")

None

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono) PA CareerLink Butler County, 112 Hollywood Dr., Suite 101, Butler, PA 16001	20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono) Jane Zavacky, (724) 431-4010
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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, terminus, y condiciones ofrecidos.
Employer's Signature & Title/ Firma y Título del Empleador

Donald Barone

Date: 11/29/2010

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 truth-fullness 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.
LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis 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 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 obligagation to reply to these requirements are mandatory by 20 CFR 653.500. 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).

ETA 790 Attachment – Brenckles Farms & Greenhouses

1. Employer's Name and Address

Brenckles Farms & Greenhouses
300 Shannon Road
Renfrew, PA16053

3. Location and Description of Housing

322 Shannon Road
Renfrew, PA16053

The employer will provide housing to those workers who are not reasonably able to return to their residence within the same day, without charge to the worker, which meets applicable state and federal housing standards.

5. Referral Instructions

Referrals can be made to local representative of the Order Holding Office. Qualifying applicants please send to Don Brenckles (724-789-9528) available Monday – Friday from 9AM - Noon.

Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer.

8. Anticipated Hours of Work

Seven (7) hours per day, Monday through Friday and 5 hours on Saturday, is normal, however, the worker may be requested but not required to work additional hours per day and federal holidays and Sunday depending upon the conditions of the crop, weather, maturity of the crop and market conditions.

10. Job Specifications

The employer will provide tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.

11. Wage Rates, Special Pay Information, and Deductions

Continued...

$\frac{3}{4}$ work guarantee: The employer will guarantee to offer the worker employment for a least three-fourths of the workdays of the total periods during which the work contract and all extensions thereof are in effect, beginning with the first day specified in the work contract or in its extensions, if any. If the employer affords the worker during the total work contract periods less employment than that required

Continued...ETA 790 Attachment – Brenckles Farms & Greenhouses

under this work contract, the employer shall pay such worker the amount which the worker would have earned had the worker, in fact, worked for the guaranteed number of days.

For purposes of this guarantee, a workday shall mean the number of hours in a workday as stated in this job order and shall exclude federal holidays and Sunday. A worker may be offered more than the specified hours of work on a single workday, including federal holidays and Sunday. For purposes of meeting the guarantee, however, the worker shall not be required to work for more than the number of hours specified in this job order for a workday, or on a federal holiday or Sunday. In determining whether the guarantee of employment has been met, any hours which the worker fails to work during a work day when the worker is afforded the opportunity to do so by the employer and hours of work performed, shall be counted in calculating the employment guarantee. The employment guarantee may be abated by the employer before the expiration date specified in the work contract for reasons beyond the employer's control due to an Act of God and the employer may terminate the work contract. The work guarantee will also be void from the beginning should the worker abandon or quit this employment before the end of the contract period or in the event the worker is terminated for lawful job related reasons. The employer will not be liable for payment of the work guarantee with respect to an H-2A worker whom the Regional Administrator certifies is displaced because of the employer's compliance with the 50 percent rule.

Payroll periods will be weekly.

The employer will provide worker referred through the interstate clearance system 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 Job Service office no later than 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 referred through the clearance system \$9.50 per hour for the first week starting with the originally anticipated date of need. The employer will X will not ___ require worker to perform alternative work if the guarantee cited in this section is invoked. The alternative work and pay are: General farm work, farm maintenance and other general labor activities at \$9.50 per hour. If worker referred fails to notify the order-holding office of continued interest in the job at the least 5 days before date of need, worker will be disqualified from the above-mentioned assurance.

12. Transportation Arrangements

Continued...

If the worker completes the work contract period, the employer will 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, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that 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 will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the

Continued...ETA 790 Attachment – Brenckles Farms & Greenhouses

worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer is not required to provide or pay for such expenses.

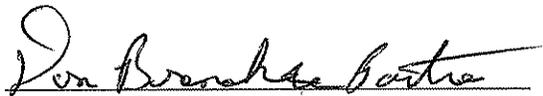
The employer (per regulations 20 CFR 655.104(h)) will reimburse the worker for transportation subsistence expenses of at least \$9.90 per day if the worker is unable to provide receipts for their subsistence expenses (as indicated in 20 CFR 655.114(a) which governs the amount an employer can deduct for meals under CFR 655.104(g)) and up to \$39.00 per day with receipts as the maximum amount to be reimbursed.

For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's worksite and return without cost to the worker.

Other conditions of Employment:

- a. Termination: Employer may terminate the worker with notification to the Job Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow house rules; b) commits serious acts of misconduct; c) malingers or otherwise refuses to work in accordance with directions or is otherwise obviously unqualified to perform the job; d) is physically able but does not demonstrate the willingness to perform the work necessary or is unable to perform at the same level of production as other workers performing the same or similar task; e) or other job-related reasons. Three unexcused absence by the worker will be considered a job-related reason for worker termination.
- b. In the event of termination for medical reasons occurring after arrival on the job 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 of transportation and subsistence to the place of recruitment and reimburse for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.
- c. Injuries: Worker will be covered by Workers' Compensation Insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. The employer agrees to follow all the required Worker's Compensation rules including light duty.
- d. Employer Obligation if Employment Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or , if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.
- e. Employer Notification of Changes in Employment Terms and Conditions: Employer will expeditiously notify the order-holding local office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or whatever weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.
- f. Outreach Workers; Outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501 (xvi)

- g. Work Agreement: A copy of the Job Clearance Order will be provided to the worker by the employer no later than on the day the worker commences work.
- h. Wage Statements: Employer will furnish to the worker on or before each pay day written statements showing the hours actually worked by the worker and the worker's total earnings for the pay period. Each worker shall sign an acknowledgment of the receipt of said statements from the employer and shall have 10 days from the signing the receipt to take written objection to the employer should the worker disagree with the accuracy of any such statement provided. Should the worker fail to provide written objection to the employer within said 10 day period, it shall be presumed that the statements received by the worker are accurate. Such statements will comply with DOL requirements.
- i. Employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.
- j. If a sufficient number of qualified workers are available at the same time and place to come to work for the Employer, the employer may, at the employer's option, coordinate group transportation arrangements (such as arranging for group purchase of bus tickets, charter bus service, or employer provided transportation or other arrangements or assistance, as appropriate.)
- k. Nothing in this document shall be construed for or against a party, because the party was the one that drafted the document.



Don Brenckle, Partner
Brenckles Farms & Greenhouses

11/29/2010

Date

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

RENEWAL OF NUMBER:

INFORMATION PAGE

Participating
Nonassessable Policy

WCN2638508

FLORISTS' INSURANCE COMPANIES
EDWARDSVILLE, ILLINOIS

POLICY NO.
WCN2638509

Florists' Mutual Insurance Company NCCI Company No. 17507
Florists' Insurance Company NCCI Company No. 36250

ACCOUNT NO.
0062034

1. INSURED/MAILING ADDRESS:

Donald Brenckle & Gary Brenckle
Brenckle's Farms & Greenhouses
300 Shannon Road
Renfrew PA 16053

25-1321282
INSURED'S F.E.I.N. #
2801965
RISK I.D. #

FORM OF BUSINESS:

PARTNERSHIP

Other workplaces not shown above: As above and/or elsewhere in the states shown in item #3

2. POLICY PERIOD: The policy period is from 06/21/09 to 06/21/10 12:01 a.m. Standard Time, at the insured's mailing address.

3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: PA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.

The Limits Of Liability Under Part Two Are:

Bodily Injury by Accident	\$ 500,000.00	each accident
Bodily Injury by Disease	\$ 500,000.00	policy limit
Bodily Injury by Disease	\$ 500,000.00	each employee

C. Other States Insurance: Part Three of the policy applies to all states except North Dakota, Ohio, Washington, West Virginia, Wyoming, and states designated in Item 3.A above.

D. This policy includes these endorsements and schedules: SEE ATTACHED

4. PREMIUM: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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SEE EXTENSION SCHEDULE

Experience Rating	Premium	Expense	Other:	Other:	Surcharge:
Modification Factor:	Discount:	Constant:			

SEE EXTENSION SCHEDULE

Total Estimated Annual/Deposit Premium: \$10,724.00

Premium Adjustment Period: Annual

Minimum Premium: \$701.00 PA

Countersigned by _____

FLORISTS' MUTUAL INSURANCE COMPANY

Servicing Office #1 HORTICULTURAL LANE EDWARDSVILLE, IL 62025
NN 4 H

Date 06/05/09

BRENCKLES FARMS & GREENHOUSES

300 SHANNON ROAD
RENFREW, PA 16053
724-789-9528 FAX 724-789-9072

HOUSING OCCUPANCY RULES

This seasonal housing is being offered to you by the employer as an additional benefit of your employment with the company. You must be employed by the company in order for you to live in provided housing. Non-employees are not permitted to live in this housing. If at any time, either you or the company terminates your employment, you will lose your right to housing and you must vacate the housing within 3 days of your termination.

You are required to abide by the following rules:

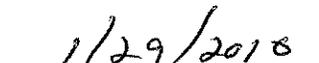
1. Persons not employed by the company are not allowed to stay at the housing unit.
2. Keep you housing unit clean and free of garbage both inside and out. Place all garbage and household trash in trash cans and trash dumpster.
3. Do not allow visitors or their children to enter or play in the fields, barns or on or around the equipment.
4. Be considerate of your neighbors:
 - a. No loud or late night parties.
 - b. No loud Music or loud radios.
 - c. Do not drive vehicles faster than 5 mph.
 - d. Do not discard used vehicle fluids on the ground.
 - e. No fighting or weapons.
5. Immediately notify your manager of any required repairs needed to your housing unit.
6. Know where your fire extinguisher is located. Keep it accessible at all times. Do not discharge unnecessarily, and notify your manager anytime that it is used. The extinguisher must be kept in the housing unit at all times.
7. Test the smoke detector at least once per week and notify your manager immediately if not working. Never remove batteries for any other use.
8. No alterations to your housing units are allowed without approval of the General Manager.
9. No excessive consumption of alcohol or illegal substances are allowed on your housing property.
10. Keep housing unit clean and sanitary including kitchen, toilets, and showers.

Your housing unit may be inspected at least one time per week by a company inspector to help insure that it is kept in good sanitary condition.

You are responsible for all damages to your housing unit during the time that you live there. You are not responsible for normal wear and tear. Damages that you are responsible for will include, but are not limited to: damaged window and door screens, broken windows, broken furniture, broken doors, missing bedding, missing eating utensils and dishes, missing towels and wash cloths. Missing extinguishers, missing smoke detectors and batteries, garbage cans, etc.

Repeated violations of the housing rules may result in the termination of your use of the housing supplied by the company as well as termination of your position.


Don Brenckle, Partner
Brenckles Farms & Greenhouses


Date