

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

**U.S. Department of Labor**  
**Employment and Training Administration**  
 OMB: Approval No. 1205-0134, Expires 09/30/2008

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) Robert E. Flynn RR2 Box 2228 / 755 S. Preston Road Lakewood, PA 18439	Numbers 4, 5, 6, 7 and 8 for State use only.	
	4. Industry Code/Código de Industria 0212	5. Job Order #/No. Orden de Empleo 679215
2. Location and Direction to Work Site/Dirección del lugar de trabajo RR2 Box 2228 / 755 S. Preston Road Lakewood, PA 18439  (If additional space is needed, use separate sheet of paper)	6. Occupational Title and Code / Título Ocupacional y Código 45-2013 FARMWORKERS, FARM ANIMALS	
	7. Clearance Order Issue Date / Fecha de Tramite 3/02/10	8. Job Order Expiration Date / Fecha de vencimiento 6/08/10
3. Location and Description of Housing / Dirección y Descripción de la Vivienda RR2 Box 2228 / 755 S. Preston Road Lakewood, PA 18439 4 Bedroom house with kitchen and 1.5 baths. Casa de 4 dormitorios con cocina y 1.5 baños.  (If additional space is needed, use separate sheet of paper. / Si necesita más espacio, úsese documento adicional.)	9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 02/15/10 To/Hasta: 12/15/10	
	10. No. of Worker's Requested / No. de Trabajadores Pedidos Six (6)	
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: _____		
12. Collect Calls Accepted from / Se Aceptan Llamadas a Cobrar de: Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office / La Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

13. Board Arrangements / Arreglo de Alojamiento  
 Employer will provide 3 meals a day at no cost & house has kitchen

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos  
 Robert E. Flynn  
 RR2 Box 2228 / 755 S. Preston Rd. Lakewood PA 18439

15. Job Specifications / Descripción del Trabajo  
 see attached

(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
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (bono, etc.)	Deducciones			
Farm Activities	\$ 9.70	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>		
	\$	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>		Bi-weekly / cada 2 semanas
	\$	\$		Meals / Comidas		<input checked="" type="checkbox"/>	
	\$	\$		Other (specify) / Otro		<input checked="" type="checkbox"/>	Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago

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

17. Transportation Arrangements / Arreglos de Transportación

(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 contestó "Si," ¿cuál es el salario que le paga el Contratista Agrícola por cada actividad?

19. Unemployment insurance provided? Seguro de Desempleo? Yes  No

20. Workers' compensation insurance provided? Indemnización por accidente 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 strikes, 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 Radica la Orden (incluya número de teléfono) 925 Court St. Wayne County Careerlink, Honesdale, PA 18431

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono) Manager (570) 253-1163

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 Título del Empleador

Paul Flynn, 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. 3601. 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 94209, 200 Constitution Avenue, NW, Washington, DC 20240.

FORM ETA 790 ATTACHMENTS

Attachment 1

Job Order No \_\_\_\_\_

The employer assures that the working conditions comply with the applicable Federal and State minimum wage, child labor, farm labor contractor registration and other employment-related laws.

A. CLARIFICATIONS OF ITEMS ON FORM ETA 790

Item 9 - Wage Rates, Special Pay Information and Deductions:

- a. The Adverse Effect Wage Rate, the prevailing hourly wage rate, or the employer's hourly wage rate, whichever is highest, is guaranteed as a minimum. At the time of submission of this order, the applicable wage is \$ 9.70 per hour. The rate is based on:  
 AEWR \_\_\_\_\_ Prevailing Wage  Employer's Offer \_\_\_\_\_

Employer assures that if a change in either the AEWR or prevailing hourly wage rate requires an increase in the guaranteed minimum, such increase will be paid for all work done on and after the effective date of such increase.

- b. If piece-rate earnings for total hours of work at a piece-rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum rate.
- c. Employer will make the following deductions:

FICA  Federal Withholding Tax  CT State Income Tax  Meals \_\_\_\_\_  
Other (Specify) \_\_\_\_\_

2/22/10 R.F.

To the extent permitted under Federal and State net wage requirements, if so requested by the worker, the employer transfer certain amounts of worker's earnings in a manner consistent with the worker's instructions.

- d. The employer will \_\_\_\_\_ will not  pay the worker a bonus of \$ \_\_\_\_\_, based on Quality Picking \_\_\_\_\_ End of Season \_\_\_\_\_ Other \_\_\_\_\_. Anticipated date by which payments will be made: \_\_\_\_\_

- e. The employer guarantees to offer employment for a minimum of 3/4 of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the 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, the 3/4 guarantee period ends on the date of termination. Worker is not required to work more than the 8 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal holidays to meet the guarantee period.

- f. Payroll periods will be: Weekly  Twice Monthly \_\_\_\_\_

- g. The employer will provide workers referred through the interstate clearance system 40 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$ 9.70/hr for the first week starting with the originally anticipated date of need. Employer will \_\_\_\_\_ will not  require worker to perform alternative work if the guarantee cited in this section is invoked.

2/22/10 R.F.

Alternative Work: \_\_\_\_\_

Alternative Pay (specify only if different from guaranteed minimum) \_\_\_\_\_. If worker referred fails to notify a Job Service Office (preferably the order-holding office) of continued interest in the job at least 5 days before date of need, worker will be disqualified from the above-mentioned assurance.

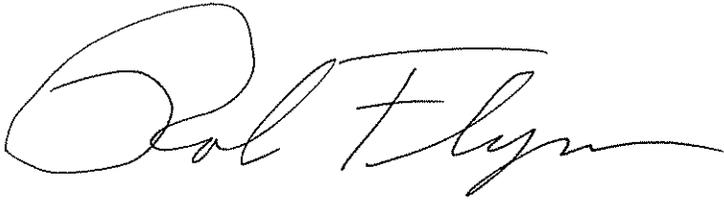
**Addendum to ETA form 790**

**Section 10. Job Specifications**

Attend to livestock to produce animal products such as meat and milk. Feed, breed, calve, water, graze, castrate, weight, catch and load animals. Clean and maintain animal housing areas.

**Section 10A. Job Specification in Spanish**

Cuidar ganado para producir productos de animales como carne y leche. Alimenta, criar, parir, dar agua, pastar, castrar, pesar, agarrar y cargar animales. Limpiar y mantener viviendas de animales.

A handwritten signature in black ink, appearing to read "Paul Flynn". The signature is written in a cursive style with a large, looping initial "P".

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- b. If piece-rate earnings for total hours of work at a piece-rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum rate.
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FICA  Federal Withholding Tax  CT State Income Tax  Meals \_\_\_\_\_  
Other (Specify) \_\_\_\_\_

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 \_\_\_\_\_

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Alternative Work: \_\_\_\_\_

Alternative Pay (specify only if different from guaranteed minimum) \_\_\_\_\_. If worker referred fails to notify a Job Service Office (preferably the order-holding office) of continued interest in the job at least 5 days before date of need, worker will be disqualified from the above-mentioned assurance.

7. **Training:** The employer will provide 14 days of training and/or allow 20 days of work for worker to reach production standards if applicable.

8. **Production Standards:** After completion of training or break-in period, employer will expect worker to:

9. **Termination:** Employer may terminate the worker with notification to the Employment Service local office 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; or (c) fails, after completing any training or break-in period, to reach production standards when applicable.

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 get to the place of employment.

10. **Worker Agreement:** A copy of the contract or this Job Clearance Order will be provided to the worker by the employer no later than on the day the work commences.

11. **Farm Labor Contractor:** The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he has a valid FLC certificate or FLCE identification card.

12. **Non-Monetary Benefits:** Non-monetary benefits provided by the employer are:

3 free meals per day. 3 Bedroom house with kitchen & 1.5 baths .

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

14. **Tools and Equipment:** The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.

15. **Number of Employees:** The application shall state the total number of workers the employer anticipates employing in agricultural labor or service activity covered by this job order. The employer normally hires 6 workers for the activities covered by this job order.

16. **Transportation to Work:** For workers who are provided housing, transportation at no cost to the worker will be provided between the housing and the worksite. The transportation provided will be in accordance with applicable laws and regulations.

**Item 10 – Anticipated Hours of Work:**

\_\_\_\_\_ hours per day is normal. The worker may be requested but not required to work 8 hours per day and/or the Sabbath depending upon the conditions at the work site, weather, and maturity of the crop.

**Item 14 – Housing:**

- a. Housing will be clean and meet the applicable Federal Housing Standards. 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, may be charged to workers found to have been responsible for damage to housing 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.
- b. I request that my order be granted conditional entry into the Interstate and Intrastate Clearance System. I assure that the worker housing will meet the applicable Federal Standards not later than 2/15/10 which is 30 days in advance of my date of need reflected in the attached ETA 790.

**Item 17 – Transportation:**

After the worker has completed 15 days or 50% of the work contract period, whichever comes first, the employer shall reimburse the worker for cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work contract employer will pay reasonable costs of return transportation and 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 cost, in which case this employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distances involved.

**B. OTHER CLARIFICATIONS AND ASSURANCES**

1. **Other:** The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 566.103.
2. **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.
3. **Employer Notification of Changes in Employment Terms and Conditions:** The 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 that weather conditions, over-recruitment, or other factors have changed in terms and conditions of employment.
4. **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.
5. **Workers' Compensation:** The employer assures that Policy # 05038486 issued by State Workers Insurance Fund provides the required insurance for injuries arising out of and in the course of employment.
6. **Wage Statements:** The employer will furnish each worker on or before each pay day written statements which provide the following information:
  - a. The worker's total earnings for the pay period.
  - b. The worker's hourly rate and/or piece-rate of pay.
  - c. The hours of employment which have been offered to the worker.
  - d. The hours actually worked by the worker.
  - e. An itemization of all deductions made from the worker's wages.
  - f. If piece-rates are used, the units produced daily.