

**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 11/30/2012

<p>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) <b>BEBOUT FARM FEIN 25-1672197</b>                  c/o THOMAS E. BEBOUT - 570 BEBOUT ROAD - VENETIA PA 15367. 724-941-5029</p>	<p align="center"><b>Numbers 4, 5, 6, 7 and 8 for State use only.</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">4. Industry Code/Código de Industria <b>0101</b></td> <td style="width:50%;">5. Job Order #/No. Orden de Empleo <b>745134</b></td> </tr> <tr> <td colspan="2">6. Occupational Title and Code /Título Ocupacional y Código <b>45-2092 FARMWORKERS AND LABORERS</b></td> </tr> <tr> <td colspan="2">7. Clearance Order Issue Date / Fecha de Tramite <b>12/17/10</b></td> </tr> <tr> <td colspan="2">8. Job Order Expiration Date / Fecha de vencimiento <b>7/01/11</b></td> </tr> </table>	4. Industry Code/Código de Industria <b>0101</b>	5. Job Order #/No. Orden de Empleo <b>745134</b>	6. Occupational Title and Code /Título Ocupacional y Código <b>45-2092 FARMWORKERS AND LABORERS</b>		7. Clearance Order Issue Date / Fecha de Tramite <b>12/17/10</b>		8. Job Order Expiration Date / Fecha de vencimiento <b>7/01/11</b>	
4. Industry Code/Código de Industria <b>0101</b>	5. Job Order #/No. Orden de Empleo <b>745134</b>								
6. Occupational Title and Code /Título Ocupacional y Código <b>45-2092 FARMWORKERS AND LABORERS</b>									
7. Clearance Order Issue Date / Fecha de Tramite <b>12/17/10</b>									
8. Job Order Expiration Date / Fecha de vencimiento <b>7/01/11</b>									
<p>2. Location and Direction to Work Site/Dirección del lugar de trabajo                  Washington Co - PA - Take Rt 19 north to East McMurray Road. Go to Valley Brook Road. Turn right. At first stop sign, turn right on Bebout Road. Go 1-1/2 miles to farm on left at address in Item #1.                  (If additional space is needed, use separate sheet of paper)</p>	<p>9. Anticipated Period of Employment / Periodo Anticipado de Empleo <b>03/01/2011</b>                  From/ Desde: To/Hasta: <b>10/31/2011</b></p> <p>10. No. of Worker's Requested / No. de Trabajadores Pedidos <b>2</b></p> <p>11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: <b>40</b>                  Sunday / Domingo _____ Monday / Lunes <b>8</b>                  Tuesday / Martes <b>8</b> Wednesday / Miércoles <b>8</b>                  Thursday / Jueves <b>8</b> Friday / Viernes <b>8</b>                  Saturday / Sábado _____</p> <p>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"/></p>								
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda                  Same as Item #2. Apartment with furnishings, cooking and eating utensils, gas &amp; electric utilities.                  (If additional space is needed, use separate sheet of paper). / Si necesita más espacio, utilice documento adicional.)</p>									

13. Board Arrangements / Arreglo de Alojamiento **Employe will furnish free & convenient cooking/kitchen facilities so workers can prepare their own meals or furnish meals; provide transportation at least once each week at no cost to workers to assure they have access to stores**

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos  
**Referrals of individuals shall be made through state workforce agency (SWA) in order to ascertain employment information. Contact: Thomas E. Bebout @ 724-941-5029 Monday through Friday 8:00 a.m. to 5:00 p.m.**

15. Job Specifications / Descripción del Trabajo **Work in greenhouses performing various job duties such as planting, potting, transplanting, Trabajo en los invernaderos que realizan varios deberes del trabajo tales como plantar/ transplantar**  
 (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 Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions / YES / NO		Pay Period Periodo de Pago
				SI	NO	
						<b>FRIDAY</b>
Vegetables	\$ 9.94	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal <input checked="" type="checkbox"/>
Annuals/Perennials	\$ 9.94	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Row Crops	\$ 9.94	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / cada 2 semanas <input type="checkbox"/>
Straw/Hay	\$ 9.94	\$		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	\$	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago **The employer will pay the highest of the AEW, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage.**

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

17. Transportation Arrangements / Arreglos de Transportación A. Employer will not advance transportation and subsistence costs to workers for transportation to place of employment. B. This subparagraph applies only to workers for whom employer is legally obligated to supply housing to include reimbursement for those workers recruited outside the area of intended employment that choose not to make use of employer's offer of housing. After worker has completed 50% of the work contract period, employer shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon satisfactory completion of the work agreement, employers will pay for such workers 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 does not agree to pay such costs, in which case the employer only pays for the transportation to the next job. The amount of such transportation payment will be equal to the worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employers reserve the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be limited to \$10.64 per day, without the worker producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.122h only to those employees who are eligible under the H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment

(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

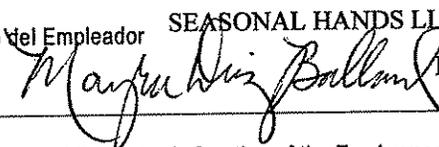
If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario que le paga al Contratista Agrícola por cada actividad?

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/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 interrupción 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)/Dirección de la Oficina donde se Radica la Oferta (incluya numero de teléfono) SWA-PA- Foreign Labor Cert Unit - 12th Floor West, Labor & Industry Building -Seventh & Forster Streets - Harrisburg, PA 17122	25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de teléfono) John Stoltz -717-787-6521 or 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 términos y condiciones de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.  
 Employer's Signature & Title/ Firma y Titulo del Empleador: SEASONAL HANDS LLC - Mayra Diaz Ballard, Agent  
 Bebout Farm c/o Thomas E. Bebout  Date: 12-14-2010

**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 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 - ATTACHMENT #1

### **Item 3. - Location and Description of 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 costs of damage, other than that which is caused by normal wear and tear, will be charged 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. **In the event that a female worker is hired, the employer will provide: 1.) separate toilet and shower facilities; 2.) separate sleeping quarters shared only by other female workers or family members. Mail and Telephone:** Workers may receive mail at the following address: 570 Bebout Road – Venetia PA. 724-941-5029

**Item 14. Referrals (cont.)** Employer will accept referrals that may apply direct or referred from any other source. \*Answering machine/voice mail if unable to answer phone: ability to return call within one (1) working day. Job seekers will be informed of terms and conditions of the job by information contained the State job order. These State job orders are entered by geographical/administrative areas within the state. This is done to ensure that local job seekers have equal access to these job opportunities. These offices are referred to as "the job holding office". The "job holding office" will refer all interested applicants to the employer with a copy of the State job order(s), which contains all pertinent information concerning the job. The employer agrees to interview all US workers referred by SWA for:

1. Availability and commitment to work the entire length of the contract.
2. Have transportation to the job site. Applicable to intrastate workers within the local commuting area that are traveling daily from home to jobsite and from jobsite to home.
3. Have been fully apprised of the job order information, terms and conditions of the job and the nature of the employment
4. Workers state he/she can physically able perform the job requirements
5. Ability to provide documentation to complete the INS Form I-9.

### **Item 15. - Job Specifications (cont.)**

potting, transplanting, watering (by hose or carrying buckets), filling up flats and covering greenhouses with plastic. Workers will care for plants during growing process (hoeing/tilling/watering). Load/unload plants onto/from truck.

transplantar/mojando(por la manguera o los cubos que llevan), llenando encima de planos y cubriendo invernaderos con el plástico. Los trabajadores tendran cuidado para las plantas durante el crecimiento de proceso (azada/labranza/que riega); Sobre de carga y descarga/de las plantas del carro

Planting/Cultivating/Harvesting Fruits/Vegetables: Workers may plant vegetables by hand; Picks vegetables from plant or soil; cuts vegetables from stem or root. Carries containers or lays bunches of vegetables along row for collection. May be identified with tasks performed, such as picking, cutting, bunching and washing; or with crop harvested as pumpkins, sweet corn, tomatoes, peppers, squash, etc.

Establecimiento/cultivación/de Cosecha: El trabajador puede plantar vehículos a mano; Vehículos de las selecciones de la planta o del suelo; vehículos de los cortes del vástago o de la raíz. Lleva los envases o pone manojos de vehículos a lo largo de la fila para la colección. Se puede identificar con las tareas realizadas, por ejemplo la cosecha, el corte, agrupando y lavándose; o con la cosecha cosechada como las calabazas, el maíz dulce, los tomates, las pimientas, la calabaza, etc.

Planting/Cultivating/Harvesting Annuals/Perennials /Row Crops/Hay/Straw: Workers may drive and operate farm machinery to plant, cultivate, harvest and store grain crops such as wheat, oats, rye and field corn, etc.; attach farm implements, such as plow, disc and drill to tractor and drive tractor in field to till soil and plant/cultivate grain. Tow harvesting equipment or drive/operate self-propelled combine to harvest crop. Perform variety of other duties such as husking and shelling corn, lubricating and repairing farm machinery and unloading grain onto conveyors to storage bins or elevators. May plan and schedule plowing, cultivating and harvesting operations.

El establecimiento/cultivación/de Cosecha Anuales/Perennials/Heno/Paja: Los trabajadores pueden conducir y funcionar la maquinaria de granja para plantar, para cultivar, para cosechar y para almacenar cosechas de grano tales como trigo, avena, maíz del centeno y de campo, etc.; ate los instrumentos de la granja, tales como arado, disco y el taladro al tractor y al tractor de la impulsión en el campo para labrar el suelo y la planta/cultiva el grano. El equipo o la impulsión de cosecha de la remolque/funciona la cosechadora automotora para cosechar la cosecha. Realice la variedad de otros deberes tales como descascarar y descascarado de maíz, lubricante y reparación de la maquinaria de granja y descarga del grano sobre transportadores a los compartimientos o a los elevadores de almacenaje. Plan y horario de mayo que aran, cultivando y cosechando operaciones.

**Alternative Work:** Includes: Draining fields, preparing land for planting, maintenance of tools and equipment and other work that is directly related to the crop and activities for which the worker is hired; fences/barn maintenance. Such work will be offered when climate or crop conditions preclude working in the primary activities stated above. **Trabajo alternativo:** Incluye: Drenando los campos, preparando la tierra para plantar, el mantenimiento de herramientas y el equipo y el otro trabajo que se relaciona directamente con la cosecha y las actividades para las cuales contratan al trabajador; cercas/mantenimiento del granero. Tal trabajo será ofrecido cuando las condiciones del clima o de la cosecha imposibilitan el trabajar en las actividades primarias indicadas arriba

**General Conditions:** A normal work week is Monday through Friday from 8: 00 a.m. to 5:00 p.m. If work is available beyond normal workdays, employer may offer, but not require, worker an opportunity to work additional hours. Workers will report to work at designated time and place as directed by assigned employer each day. However, workers may be requested to work ten (10) hours per day depending on the conditions in the fields and maturity of the crops. Also, workers may be requested work on federal holidays and their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season. Worker maybe required to work in fields when crops are wet with dew/rain and should have suitable clothing for conditions which include light rain and temperatures ranging from 35 degrees to more than 100 degrees. Workers should be able to stand, bend, stoop, walk for prolonged periods of time and be physically fit to perform duties as assigned. Workers will be trained for period of two (2) days (16 hours) after which workers will be expected to perform job required. Care must be exercised at all times to prevent bruising or breaking of crops. Workers may be subject to random alcohol/drug test at employer's expense. However, all testing would occur after the worker begins his/her employment and is not a part of the interview process.

**Condiciones Generales** El trabajo se lleva a cabo durante lluvia ligera y alta humedad y en temperaturas que varían desde los 35 hasta los 100 grados f. Los trabajadores deben ser capaces de trabajar de pie o en posición doblados por periodos largos de tiempo. Los trabajadores proveerán su propia ropa de trabajo. Si los trabajadores so requeridos a trabajar bajo lluvia ligera, un protector contra la lluvia sera proporcionado sin costo alguno para el trabajador. Los empleadores proporcionaran las herramientas y el equipo sin costo alguno para los trabajadores para realizar las tareas arriba mencionadas. Se le cobrara el trabajador por cualquier daño

Thomas E. Rebut / Rebut Farm  
C-10362-26099

intencional, perdido o por no regresar herramientas y equipo. Todas las tareas en esta descripción del trabajo constituyen un (1) trabajo. El empleador puede asignar trabajadores a diferentes cosechas o actividades en días diferentes o a múltiples cosechas en un día a juicio del empleador únicamente. Los trabajadores pudran ser llamados a realizar trabajo en la granja que est relacionado con las cosechas mencionadas en este acuerdo, tales como realizar tareas de cultivo a mano, desyerbar, o trabajar con el azadón cosechas como algodón, soya, limpieza y reparación de instalaciones en la finca, sembreros, estantes, terrenos, instalar y retirar tubería y equipo de irrigación operar tractores/equipo agrícola necesario en l producción de cosecha, jardinería, desyerbado, etc. Toda otra actividad asignada bajo esta orden serán aquellas prescritas por el código 407.68700010 del trabajador agrícola, cosechas diversas. El trabajador puede que tenga que hacer examen de alcoh/druga pagado por el empleador. Todos exámenes serán hechos después que del trabajador comienza a trabajar y no es parte de la entrevista.

**Tools & Equipment** The employer will furnish, without charge, all tools, supplies and equipment required in the performance of the specified work. **Herramientas y Equipo** El empleador tendrá sin gasto ninguno al trabajador, todos las herramientas y equipo requerido para hacer el trabajo.

**Item 16 - Wage Rates, Special Pay Information and Deductions (cont.)** Employer will make following deductions: taxes applicable under Federal, State and Local laws; advance (x) meals ( ); Workers will be charged for willful destruction of property (X): Employer will furnish worker, on or before each payday, written statements showing, at a minimum, hours actually worked, total earnings and all deductions for pay period. Statements will comply with 20 CFR 655.102(b)(8) 122(j)(K) M. D. Ballantyne  
01-05-11

Crop activity dates (estimated) for which the workers are needed: Greenhouse Activities/Vegetables/ Perennials/ Annuals/ Hay/Straw: 03/01/2011 to 10/31/2011

The first week wage guarantee is \$397.60 which is 40 hours multiplied by \$9.94/hour. The employer guarantees to offer the worker employment for at least three-fourths (3/4's) of the total hours listed in ITEM 11, excluding Federal holidays, beginning the first workday after the arrival of the worker at the place of employment and continuing through the ending date listed in Item 9 or any extensions thereto. If the employer fails to offer the worker three-fourths (3/4's) of the hours during the employment period and any extensions, the employer will 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 specified in Item 9, 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 Act 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-fourth's guarantee will end on the date of termination. In such cases, the employer will make efforts to transfer the worker to comparable employment suitable to the worker, and reimburse the worker for 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-fourth's guarantee will 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 the U.S. worker, referred through the Agricultural Recruitment System, forty (40) hours of work at the prevailing wage rate or AEWR, whichever is higher, for the first week beginning on the date of need stated in Item 9, unless the employer notifies the order holding office of the Employment Services of a change in the anticipated date of need at least ten (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 in which the worker was employed for the week.

A worker who fails to notify 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 his intentions to fill the job for which he is recruited, will be disqualified from the first week's wage guarantee stated above. The employer may offer alternative work during the employment period only if climate or crop conditions do not permit workers to engage in the activities stated in Item 11 and only after the first week guarantee is met. 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 17. - Transportation Arrangements (cont )**

eligibility requirement of IRCA.; if his crew leader does not comply with MSWPA; If worker is discharged for lawful job-related reasons; if he has knowledge at the place of recruitment that he is not physically able to perform the duties of the job as described above, or if he abandons this employment when he is needed by the grower..) The employer will provide transportation and subsistence pay under this agreement if the worker is terminated because of work-related injury caused by this/these crop activities and is certified by a doctor acceptable to the employer before leaving the employer's farm, or termination resulting from an act of God which makes fulfillment of this contract impossible, or if the worker is displaced by a U.S. worker under DOL's 50% rule. The employer will offer free transportation for workers living in the employer's housing facility both to and from the daily work site. The use of transportation by the worker is voluntary. No worker will be required as a condition of employment to utilize the transportation offered by the employer.