



U.S. Department of Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: November 30, 2012

Agricultural and Food Processing Clearance Order ETA Form 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

1. Employer's Name and Address (Number, Street, City, State, and Zip Code) / Nombre y Dirección del Empleador (Número, calle, ciudad, y código postal) R.E. King Ornamentals LLC dba King Nursery 179 King's Nursery Road, Greensburg PA 15601 EIN # 20-4387237 Telephone number/teléfono: 724-834-8930 Fax: 724-834-4841		Numbers 4, 5, 6, 7 and 8 for State use only.			
2. Location and Direction to Work Site / Dirección del lugar de trabajo The farms are located in the following town: Greensburg, PA 15601 Directions to the work areas are as the following: Beatty Farm: Take 30 East toward Latrobe or Beatty (If additional space is needed, use separate sheet of paper) See Attachment 2		4. Industry Code/Código de Industria 0181	5. Job Order #/No. Orden de Empleo 747016		
3. Location and Description of Housing / Dirección y Descripción de la Vivienda 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, may be deducted from the wages of workers. Land to be responsible for damage to housing and furnishings See Attachment 3 (If additional space is needed, use separate sheet of paper). / Si necesita más espacio, utilice documento adicional.)		6. Occupational Title and Code / Título Ocupacional y Código 45-2092 NURSERY WORKERS	7. Clearance Order Issue Date / Fecha de Tramite 12/30/11		
		8. Job Order Expiration Date / Fecha de vencimiento 7/22/11	9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 3-14-11 To/Hasta: 11-30-11 42.5 hrs/wk		
		10. No. of Worker's Requested / No. de Trabajadores Pedidos 6	11. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana. Total: 42.5 Sunday / Domingo: — Monday / Lunes: 8.5 Tuesday / Martes: 8.5 Wednesday / Miércoles: 8.5 Thursday / Jueves: 8.5 Friday / Viernes: 8.5 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 checked="" type="checkbox"/> No <input type="checkbox"/>			
13. Board Arrangements / Arreglo de Alojamiento The employer will furnish free and convenient cooking and kitchen See Attachment 13					
14. Referral Instructions / Instrucciones para el Referimiento de Candidatos Job services for the following criteria will screen all U.S. workers who express an interest in the employment opportunity: See Attachment 14.					
15. Job Specifications / Descripción del Trabajo Dates workers needed for March 14, 2011 through November 30, 2011 See Attachment 15 (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 / NO	Pay Period
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones	Periodo de Pago
Nursery	\$ 9.94	\$		Social Security / Seguro Social <input checked="" type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales <input checked="" type="checkbox"/>	
	\$	\$		State Tax Impuestos Estatales <input checked="" type="checkbox"/>	Bi-weekly / <input checked="" type="checkbox"/> cada 2 semanas
	\$	\$		Meals / Comidas <input 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, utilice documento adicional.)					

17. Transportation Arrangements / Arreglos de Transportación

The employer agrees 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 (50%) percent of employment stated in Item 9. The employer will provide or pay the cost of return transportation and subsistence to the place of recruitment

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

See Attachment 17

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

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

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radica la Oferta (incluya número de teléfono)

Westmoreland County Texas Pennsylvania
CareerLink Business & Industry Center
300 East Hills St Youngwood, PA 15697 (724) 755-2330

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya número de teléfono)

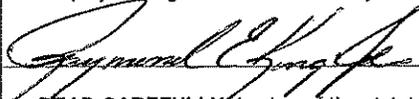
John Stoltz 717-787-6521

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/ Firmay Titulo del Empleador

Date:

 CEO

12-09-10

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.

Public Burden Statement

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. 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 Form 790 (Revised May, 2010)
Previous versions not usable

Print Form

Attachment

Item 1. Employers Name, Address and Telephone Number

Raymond E. King Jr.
R.E. King Ornamentals LLC dba King Nursery
179 King Nursery Rd.
Greensburg, PA. 15601
(724) 834-8930

Item 2. Location and Direction to Work Site

The farms are located in the following towns:

Directions to the work area are as follows:

Beatty Farm-located in Latrobe: take Rt. 30 E toward Latrobe or Beatty County Rd. turn left, travel approx. 3 miles turn left onto Ransel Rd., go to end of road and make a right onto a gravel driveway one mile up driveway is house and farm.

Brewer Farm-located in Pleasant Unity: take Rt. 30 E get off Pleasant Unity Exit 130 E make a right onto 130 E travel approx. 3 miles to a "T" make a left go to stop sign and make a right travel approx. 2 miles make a left onto Shinsky Rd. then onto Anna Goodman Rd. farm is on left.

Wehe Farm-located in Latrobe: take Rt. 30 E toward Latrobe airport turn right at traffic light onto Rt. 981. take Rt. 981 to Quaker State gas station turn right travel approx. 5 miles farm on right.

Farm on the Garden Palace and Nursery-located in Greensburg: take Rt. 30 E get off Pleasant Unity Exit 130 East turn right follow 5 miles make left at crossroads onto King Nursery Rd.

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 costs 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.

In the event that a female worker is hired the employer shall provide separate toilet and shower facilities.

Description of housing: Brick and Frame 2 story w/basement and wrap around porch.

Item 3 cont.

Location and Directions to Housing: RD 9 Ransel Rd. Latrobe, PA.

Take Rt. 30 East out of Greensburg, past Mt. View Inn to a crossroads with Auto Tag Service on right and Cox Co. on the left. At the traffic signal Beatty County Road, turn left onto Beatty County Rd. go approx. 3 miles turn left onto Ransel Rd. go approx. 1 mile turn right up driveway to house.

Mail and telephone:

Workers may receive mail at the following address: 915 Ransel Rd. Latrobe, PA. 15650

Workers may be telephoned at: (724-834-8930)

Item 13. Board

The employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. The employer will also provide transportation at no cost to the worker, at least once each week, to assure that workers have access to stores.

Item 14. Referral Instructions

Job Services for the following criteria will screen all U.S. workers who express an interest in the employment opportunity:

- 1-Physical ability to perform the work stated in this order.
- 2-Availability for the entire period of employment stated in Item 9.
- 3-Workers have been fully apprised of the terms, conditions and nature of the employment offered.

The referrals under this job order from the Applicant Holding Office are to be made to:

**Raymond E. King Jr.
R.E. King Ornamentals LLC dba King Nursery
179 King Nursery Rd.
Greensburg, PA. 15601
(724) 834-8930**

All local and intrastate (in state) applicants may be referred directly to the employer.

All Interstate (out of state) applicants interested in this job offer should first contact the job order holding office prior to contacting the employer.

Collect calls accepted only from the State Employment Services.

Item 15. Job Specifications

Dates workers needed for: March 14,2011 through November 30, 2011

Laborer

Hauls and spreads topsoil, fertilizer and other materials to condition soil. Dig trees and shrubs, load nursery stock onto trucks. Install and maintain trees and shrubs. Mow and spray nurseries. Worker must be able to lift 50 lbs.

Tools and equipment:

The employer will furnish without charge, all tools, supplies and equipment required in the performance of the specified work.

Item 16. Wage Rates-Pay Information and Deductions

The Prevailing Wage Rate for PA or Adverse Effect Wage Rate (AEWR) whichever is higher is guaranteed as a minimum for all work contained in the order.

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 20CFR 655.102 (b) (8).

Workers will be paid bi-weekly on Friday

The employer guarantees to offer the worker employment for at least three-fourths (3/4's) of the total hours listed in Item 11. Workers may be offered work but are not required to work Federal holidays which include New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any Sunday or other day of Sabbath. This period begins with the first work day after the arrival of the worker at the place of employment and continuing through the ending date listed in Item 9 or any extension there to. For purposes of this guarantee, a "workday" consists of an eight hour per day Monday-Friday. 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 shall pay the worker the amount that the worker would have earned had the worker, in fact, worked the guaranteed number of hours. In determining whether the guarantee of employment has been met, any hours which the worker fails to work during a workday when he is offered the opportunity to work by the employer and all hours of work actually performed shall be counted towards meeting this guarantee.

Item 16. cont.

If, before the work ending date specified in Item 9 the services of the worker are no longer needed for reason beyond the control of the employer, the employer may terminate the employment. These reasons include fire, flood, hail, frost, drought or any act of God, which makes the fulfillment of the employment period impossible. In the event of such termination, the 3/4's guarantee will end of the date of termination. In such cases, the employer will make efforts to transfer 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 3/4 guarantee shall be void if the worker voluntarily abandons employment before the employment period ends or if the worker is terminated for cause. The guarantee described in this paragraph shall not apply to an H-2A alien worker who is terminated because of the employer's compliance with the requirements to employ all qualified eligible U.S. workers who apply during the first 50 percent of the contract period.

The employer will offer the worker, referred through the Agricultural Recruitment System, forty (40) hours of work at the prevailing rate of 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 PA 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, 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 that week.

A worker who fails to notify the nearest Job Service office no sooner than nine (9) working days and no later than (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 weeks wage guarantee stated above.

The employer will provide worker's compensation insurance, at no cost to the workers covering injury and disease arising out of and in the course of, the workers employment. No deduction of Social Security, Federal and State Tax. Meals will also not be deducted for all migrant workers

Item 17. Transportation

The employer agrees 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 9. 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 1 agrees to pay for that transportation. The employer at no cost to the worker (s) will provide daily transportation from the housing site to the work site.

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 terminations the employer will notify the local office of the Department of Employment Services immediately by telephone and follow such notification in writing.

Medical Termination

In the event of termination of a worker for medical reasons 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 return to the place of recruitment.

Extension of Job Order

No extension 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.

Item 17 cont.

Outreach Worker

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 for 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.

CONTRACT

1. The date of employment starts 3-1-11 through 11-30-11.
2. The worker will be paid for transportation and subsistence from the site of recruitment to the place of employment, when 50 percent of the contract period has been completed. Transportation will be provided to the job site and back to the workers residence, to the bank and to the grocery store. For transportation "home", the employer will pay for the transportation and subsistence to the site of recruitment.
3. **ABANDONMENT OF EMPLOYMENT; OR TERMINATION FOR CAUSE**
If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and the employer notifies the local office of such abandonment or termination, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of any worker for whom the employer would have otherwise been required to pay and that worker is not entitled to the "three-fourths" guarantee.
4. Each worker will be provided a wage statement showing hours of work offered, hours worked, hours refused to work, the hourly rate of pay and the earnings for the pay period and an explanation of all deductions. The workers will be paid bi-weekly on Friday.
5. **CONTRACT RESPONSIBILITY**
If before the expiration date specified in the work contract, the services of the worker are no longer required for reason beyond the control of the employer due to fire, hurricane or other Act of God which makes the fulfillment of the contract impossible, the employer may terminate the work contract. In the event of such termination of a contract, the employer shall fulfill the "three-fourths guarantee" for the time that has elapsed from the start of the work contract to the date of termination. In such cases, the employer will make efforts to transfer the workers to other comparable employment acceptable to the worker. If such transfer is not effected, the employer shall offer to return the worker, at the employer's expense to the original site of employment. The worker will be reimbursed for the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence to the place of employment. The amount of the transportation payment shall be no less (and shall not be required to be more) than the most economical and reasonable similar common carrier transportation charges for the distance involved.
6. The place of residence will be provided with a kitchen equipped with a refrigerator, stove, sink, dishes, utensils, pots, pans and table and chairs. There is a clothes washer and dryer in the house

CONTRACT PAGE 2

7. There will be a furnished living room, bedrooms and bathroom. Any destruction of property or missing items will be the responsibility of the residents. An itemized inventory will be done with the residents.
8. Each worker will be expected to work 5 days a week 8 hours a day for months March through late November.
9. The rate of pay will be \$9.94 an hour.
10. The worker will be employed at least 75 percent of the hours in the Contract period, called the "three-fourths guarantee". For example, If a contract is for a 28 week period during which normal work week is specified a 5 days a week, 8 hours per day the worker would be guaranteed employment for at least 840 hours (e.g., 28 weeks x 40 hours/week = 1120 hours x 75% = 840 hours.)
11. All tools for the job will be supplied.
12. The work will be to haul and spread topsoil, fertilizers and other material to condition the soil. Dig trees and shrubs, load nursery stock onto trucks. Install and maintain trees and shrubs. Mow and spray nurseries.
13. Workers must perform acceptable performance.
14. Workers must be able to lift 50 pounds.
15. After being hired, the workers Social Security number will be verified. The worker will have 30 days to correct the problem. If the Social Security number is invalid after the 30 days, employment will be terminated.
16. The house must be kept clean. The house will be inspected periodically.
17. Residents are responsible for the phone bill, if over base rate.
18. Workers are not required to work on the worker's Sabbath or Federal Holiday.
19. The workers will be covered by Worker Compensation through Westfield Insurance Company WCP 4283220.