



**U.S. Department 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**

<p>1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/ Nombre y Dirección del Empleador (Número, Calle, Ciudad, Estado y Código Postal)</p> <p>Cramers Inc / dba Cramers Posie Patch 694 Kraybill Church Rd Mount Joy, PA 17552</p> <p>Telephone number/Teléfono: 717.492.4952 Fax: 717.492.4954</p> <p>2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo</p> <p>Work site location: 694 Kraybill Church Rd. Mount Joy PA 17552</p> <p>Work site directions: From the 'Rheems - Elizabethtown' exit of route 283, take Cloverleaf Rd. south to Colebrook Rd. Travel south on Colebrook Rd, make left turn onto Kraybill Church Rd. Continue to 694 Kraybill Church Rd.</p> <p>(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)</p> <p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>Housing Location: 692 Kraybill Church Rd. Mount Joy PA 17552</p> <p>Housing description : Housing located in large farm house at the work site farm.</p> <p>Housing Directions: From the 'Rheems - Elizabethtown' exit of route 283, take Cloverleaf Rd. south to Colebrook Rd. Travel south on Colebrook Rd, make left turn onto Kraybill Church Rd. Continue to 692 Kraybill Church Rd. Large farmhouse beside barn.</p> <p>(**see attachment for additional information**)</p> <p>(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)</p>	<p><b>Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</b></p>	
	4. Industry Code/Código Industrial	5. Job Order No. /Num. de Orden de Empleo
	0181	840129
	6. Occupational Title and Code /Título Ocupacional y Código	
	45-2092.01 NURSERY WORKERS	
	7. Clearance Order Issue Date / Fecha de Tramite	
	11/30/11	
	8. Job Order Expiration Date / Fecha de Expiración	
	6/25/12	
	9. Anticipated Period of Employment / Periodo Anticipado de Empleo	
From/ Desde: Feb 3, 2012 To/Hasta: Nov 16, 2012		
10. No. of Workers Requested / Num. de Trabajadores Solicitados		
10		
11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40		
Sunday / Domingo 4 Monday / Lunes 6		
Tuesday / Martes 6 Wednesday / Miércoles 6		
Thursday / Jueves 6 Friday / Viernes 6		
Saturday / Sábado 6		
12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:		
Employer / Empleador	Yes/Si <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Local Office / Oficina Local	Yes/Si <input checked="" type="checkbox"/> No <input type="checkbox"/>	

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**13. Board Arrangements / Arreglo de Alojamiento**

Employer provides kitchen (in apartment) and will provide free weekly transportation to a grocery store for food and provisions.

**14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos**

Applicants can contact the Order Holding Office listed in section 24 and 25.

Applicants can contact Cramers directly by phone or by mail. Cramers will not accept international collect calls. We will mail complete job description and job application to applicant at provided address. After receiving and reviewing the returned application, a qualification determination will be made by Cramers. The applicant will be notified of the qualification determination by mail at the provided address. Qualified applicants will be asked to appear for an interview at Cramers' office in Mount Joy Pennsylvania. Any qualified applicant that can not appear in person due to travel distance will be interviewed by phone.

**15. Job Specifications / Especificaciones del Trabajo**

Seeking day laborers with a required minimum of three months working experience on a commercial cut flower farm. Work site located in Lancaster County PA. Labor to include manual weeding and cultivating, disinfecting flats and buckets, manual seeding and transplanting, manual harvesting, manual grading and packing, digging, hauling and hanging flowers, loading, spreading manure, pruning, irrigation setup and maintenance, laying and lifting plastic mulch, laying and lifting of row cover. Workers must be physically fit. Workers must have ability and stamina to work consistently in the heat / rain of summer and cold / snow of winter. Job begins in early February and completes in November. The "3/4 Guarantee" as defined by the US-DOL will be in effect. All tools and supplies necessary are provided at no cost. Transportation and subsistence expenses paid when 50% of the contract is completed. Housing is provided to workers not able to return to their homes in a reasonable amount of time at the end of the work day. The Adverse Effect Wage Rate (AEWR) of \$10.60 is offered. Flower harvest to be paid at piece rate of 30 cents per field bunch (estimated to equate to no less than \$11.00 per hour). Employer agrees to modify AEWR rate pursuant to any changes made to the figure by US-DOL during the contract period. Employer further agrees, if necessary, to modify piece rate to equal an hourly rate of no less than any newly published AEWR.

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)

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16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/ SI	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
	\$ 10.60	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$ .30		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		Other (specify)/ Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago  
 The AEWR of \$10.60 is to be paid for all hourly work.  
 (\*\*continued on attachment\*\*)

If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

- Employer will reimburse workers for transportation costs (most affordable, reasonable mode) to the job site upon 50% completion of the contract period.
- At completion of contract period, return transportation costs (most affordable, reasonable mode) will be paid by employer.
- Employer will reimburse workers for subsistence expenses incurred during transit to and from the work site as listed above. The rate of \$10.73 per day (without receipts) or up to \$46.00 (with receipts) will apply. Employer agrees to adjust rate to reflect any subsequent increases from US-DOL from date of this application.
- Transportation from the worker's on-the-job site living quarters to the place where the work is to be performed will be provided by the employer without cost to the worker. Those workers paying the transportation and reasonable subsistence expenses from the place of recruitment, who are unable to complete the minimum employment for legitimate medical reasons, shall also be reimbursed for the same. In addition, those workers paying such transportation and subsistence expenses and who are terminated by the employer as a result of an Act of God (where Act of God shall mean any frost, hail stones, flood, or natural calamity), and the RA certifies, or as a result of mutual agreement by worker and employer shall be reimbursed the same.

If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilices otra hoja de papel)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? ¿ Es la práctica habitual de usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarte a los trabajadores para este(os) tipo(s) 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 pagas al Contratista de Trabajo Agrícola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes/SI  No

20. Workers' compensation Insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/SI  No

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/SI  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") / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")  
 None

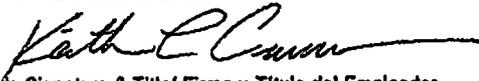
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23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed.  
(If there are no such incidents, enter "None") / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno")  
None

24. Address of Order Holding Office (Include Telephone number)/Dirección de la Oficina donde se radica la oferta (Incluya el número de teléfono)  
PA CareerLink of Lancaster County  
1016 North Charlotte Street  
Lancaster, PA 17603

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa)  
George Dillman  
PA CareerLink of Lancaster County  
717.391.7631 extension 256

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 del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

  
Employer's Signature & Title/ Firma y Título del Empleador

Date: 11/30/2011

**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.

**LEA CON CUIDADO**, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractual a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.

**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 Oct. 2010)  
Previous versions not usable

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## Attachment 790-1

### Item # 3

- Apartments will meet all federal and state standards.
- Workers are responsible for maintaining quarters in a neat and clean manner.
- Workers will be responsible for reasonable costs of repair due to any damage other than normal wear and tear to housing or furnishings. Money will be deducted from pay of responsible party (parties).
- Housing and utilities are provided at no cost to workers.

### Item # 10

- Employer estimates that 10 workers will be needed for the full term of the contract

### Item # 11

- 6 hours per day is normal. Workers may be requested to work 10 hrs per day but not required.
- Workers may be requested to work on the Sabbath (depending upon conditions -crop maturity, weather) but not required.
- Employer guarantees workers the number of hours per week shown in item # 11 for the first week of work.

### Item #12

- International collect calls will not be accepted by the employer.

### Item # 16

- The employer guarantees all workers employed in 2012 the current AEW, the prevailing wage rate as established by the Commonwealth of PA, or the legal federal or state minimum wage rate, whichever is highest.
- Piece rate of .30/bunch is offered. (Estimated equivalent of \$11.00/hour, not to go below the above mentioned hourly rate.)
- No bonus is offered.
- Payroll period is bi-weekly.
- Paystubs will be provided to the worker on payday listing the worker's total earnings, hourly rate, offered hours, hours worked, any applicable deductions, piece work rate (if applicable) and start and finish dates of the pay period.
- The employer guarantees to offer employment for a minimum of ¾'s 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 the workers 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 ¾ guarantee period ends on the date of termination. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

### Miscellaneous:

#### Contract Impossibility

In the event that the employer must terminate the contract of any worker(s) due to circumstances beyond the employer's control, the employer is bound by the ¾ guarantee from the first day after arrival to the date of termination. If the employer is unable to work out a transfer of the worker to other comparable employment, the employer will be required to offer to return the worker (at the employer's expense) to the place from which the worker came to work for the employer. If the worker has not been reimbursed for transportation to the job site [in accordance with 655.102 (b) (5) (i)], the worker will be reimbursed for any transportation and sustenance due.

#### Assurances

- The employer has read and understands the assurances at 653.501 and 655.103. The employer agrees to abide by these assurances.
- Employer agrees to provide each worker, no later than the first day of work, a copy of complete work contract between the employer and worker.
- Employer may terminate any worker (domestic or foreign) for performance deficiency or behavioral issues detrimental to the business.

**Attachment 790-2**

**Special Requirements: 3 month experience**

The more sophisticated aspects of this job involve decision making by the individual worker, specifically pertaining to harvesting of flowers and post harvest treatment of flowers. Each bloom needs to be cut at the correct stage of development, which in itself is not inherently difficult to understand, but we grow approximately 250 varieties – each with distinct harvest needs. An employee with a rudimentary understanding and experience with flower harvesting is not only helpful, but essential to the success of our business. Post harvest treatments vary greatly from one species to the next, and again a basic understanding is needed. A worker who has experience with a few non-floral crops would suit some of our requirements, but will have no background in when to harvest a specific bloom, or how to handle it after it has been cut.

For these reasons we are including a minimum of 3 months work experience as a requirement to our work order. To comply with any and all regulations, **all potential employees will be held to this standard.**

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