**U.S. Department Labor**
**Employment and Training Administration**

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

# Agricultural and Food Processing Clearance Order ETA Form 790
## Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

**(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step Instructions)**
**(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)**

1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal ):

Beechwood Orchards, Inc
984 Carlisle Rd
Biglerville, PA 17307

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:

26-4239520

b) Telephone Number / Número de Teléfono:

717-677-6536

c) Fax Number / Número de Fax:

717-677-6376

d) E-mail Address / Dirección de Correo Electrónico:

melissaallen23@gmail.com

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

Adams County: main farm: 2 miles N of Biglerville on RT 34. Farm on left at address in #1.
Farm #2 - Take left off RT 34 on Quaker Valley Rd. Go 1 mile to farm on left.
Farm #3 - located between 238 + 259 Fairmount Rd. Aspers, PA. Go past main farm on RT 34 take 1ST left onto Fairmount. Turn Right between 238 + 259.
Farm #4 - Lot #1 Center Mills Rd, Aspers, PA 17304. From main farm go straight onto orchard Lane go 2 miles then turn R onto Center Mills R go 1 mile then turn Left.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

35 Orchard Lane, Aspers, PA 17304. Adams county - 2 miles N of Biglerville on RT 34. Take R onto orchard lane, trailer on R.

a) Description of Housing / 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 + tear will be charged of workers found 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 sleeping quarters shared only by other female workers or family members. Mail + Telephone: workers may receive mail at the address in #3. Phone calls at 717-677-6536.

**Nos. 4 through 8 for STATE USE ONLY**
**Números 4 a 8 para USO ESTATAL**

4. SOC (O*NET/OES) Occupational Code / Código Industrial:

45-2092.01

a. SOC (ONET/OES) Occupational Title / Título Ocupacional

Farmworkers Crop

5. Job Order No. / Num. de Orden de Empleo:

9947185

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):

150 V. Twin Drive
Gettysburg, PA 17325

a. 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).

June Wiebrenner
717 334-1173 x212

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:

1/14/16

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:

7/24/16

9. Anticipated Period of Employment / Periodo anticipadó o previsto de Empleo:

From / Desde: March 16, 2016 To / Hasta: December 1, 2016

10. Number of Workers Requested / Número de Trabajadores Solicitados:

5

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total:

Sunday / Domingo ____ Thursday / Jueves 8
Monday / Lunes 8 Friday / Viernes 8
Tuesday / Martes 8 Saturday / Sábado ____
Wednesday / Miércoles 8

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:

Regular work day 6am - 2pm

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:

Employer / Empleador: Yes / Si ☐ No ☑

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Employer will furnish free and convenient cooking/kitchen facilities so workers can prepare their own meals; will provide transportation at least once each week at no cost to workers to assure they have access to stores.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Referral of individuals should be made through state workforce agency (SWA) in order to ascertain employment information. Contact: Melissa Allen @ 717-677-6536. Monday-Friday between 9am - 4pm. *Answering machine/voice mail is available if unable to answer phone: ability to return call within 1 working day. Employer will accept referrals that may apply direct or referred from any other source. Job seekers will be informed of terms and conditions of the job by information contained in 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 jobs 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 intastate workers within the local commuting area that are traveling daily from work to job site and from job site 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. Worker states he/she is physically able to perform the job requirements; 5. Ability to provide documentation to complete the INS form I-9

Beechwood Orchards Inc. will abide by the assurance set forth in 20 CFR 655.135 including but not limited to specific regulation regarding hiring practices, positive recruitment, compliance with all federal, state, and local laws, and all specific obligations set forth in subpart (a) through (l) for all workers who apply and/or are hired to perform the specific work described in this clearance order.

16. Job description and requirements / Descripción y requisitos del trabajo: JOB SPECIFICATIONS/FRUIT TREES: Main job will be harvesting fruit trees and vegetables. Secondary work will be pruning, planting, fertilizing, staking, cultivating, watering, training, and other general care associated with fruit trees and vegetable plants. Worker may perform any combination of the following duties: cultivating and otherwise participating in horticultural duties, loading and unloading plants and trees onto trucks and trailers. Hauling and spreading topsoil, fertilizer, and other materials to condition land; dig, rake, and screen soil. Plant, spray, weed, and water plants, shrubs, and trees. May plant trees and plants in containers or in the ground. May fold and staple corrugated forms to make boxes used for packing. All equipment is provided e.g. ladders, pruners, lopers, ect.
PLANTING/CULTIVATING/HARVESTING FRUITS/VEGETABLES: Workers may plant vegetables by hand; pick vegetables from plant or soil; cut vegetables from stem or root. Carry containers or lay bunches of fruits/vegetables along row for collection. May be identified with tasks performed, such as picking, cutting, bunching, and washing; or with crops harvested such as asparagus, apricots, strawberries, cherries, plums, peaches, nectarines, apples, blueberries, raspberries, blackberries, tomatoes, garlic, onions, pumpkins, winter squash, pears, chestnuts, grapes, peppers, kale, cucumbers, eggplant, broccoli, squash, kiwi, quince, figs, quince, cauliflower, brussels sprouts, etc. Perform all duties to promote market quality development of crops. OTHER REGULAR DUTIES: Workers may chop weeds from between plants with a hoe; apply side dressing. See pg 7 section 28 for additional job descriptions

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☑ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3

2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☐ Extensive Sitting / Estar sentado largos ratos
- ☑ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☑ Lifting requirement / Levantar o Cargar 50 lbs./libras
- ☑ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☐ Drug Screen / Detección de Drogas
- ☑ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☑ Extensive Walking / Caminar por largos ratos
- ☑ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

## 7. 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.) |
|---|---|---|---|
| fruit trees | $ 11.66 | $ | |
| fruits/vegetables | $ 11.66 | $ | |
| | $ | $ | |
| | $ | $ | |
| | $ | $ | |

| Deductions* / Deducciones | Yes/Sí | No |
|---|---|---|
| Social Security / Seguro Social | ☑ | ☐ |
| Federal Tax / Impuestos Federales | ☑ | ☐ |
| State Tax /Impuestos Estatales | ☑ | ☐ |
| Meals / Comidas | ☐ | ☑ |
| Other (specify) / Otro (especifica) | ☑ | ☐ |

Pay Period / Periodo de Pago / /

Weekly / Semanal ☑

Bi-weekly/ Quincenal ☐

Monthly/Mensual ☐

Other/Otro ☐

## 18. More Details About the Pay / Mas Detalles Sobre el Pago:

The employer will pay the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage at the time the work is performed. Employer will make the 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 655.122 (m).

The first week wage guarantee is $ 466.40 which is 40 hours multiplied by $ 11.66 hour. The employer guarantees to offer the worker employment for at least three-fourths (3/4ths) 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-forths (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.

CONTRACT IMPOSSIBILITY If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons due to fire, weather, or other Acts of God that make the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable, regardless of whether fifty percent (50%) of the contract has expired. If such transfer is not affected, the employer must: 1)Return the worker, from which the worker (disregarding intervening employment)came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers; 2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and 3)Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in ETA 790, Section 17. The amount of the transportation payment must not be less (and is not required to be more than the most economical and reasonable common carrier transportation charges for the distances involved per 20 CFR 655.122(o).

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 worker 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 16 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...

## 19. 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 and includes reimbursement for those workers recruited outside th 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 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 worker's 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 $11.80 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 indentity and employment eligibility requirement or 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 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 acceptabl 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 use of transportation by the worker is voluntary. No worker will be required as a condition of employment to utiliz transportation offered by the employer.

20. 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 usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle 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," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☐ No ☑

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ☑ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si ☑ No ☐

24. 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

25. 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

6. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☑ No ☐

27. 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.

Melissa A. Allen, Secretary of Corporation
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Melissa A. A
Employer's Signature / Firma y Título del Empleador

1/13/2016
Date / Fecha

**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 Employment and Training Administration (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 American Job Center constitute a contractual job offer to which the American Job 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 (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job 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, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

**DECLARACION DE CARGA PÚBLICA**
La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

3. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el numero de la sección e incluya archivos adjuntos, si es necesario.

ILTERNATIVE WORK: Includes: draining fields, preparing land for planting, maintenance of tools and equipment and other work hat is directly related to the crop and activities for which the worker is hired. Such work will be offered when climate or rop conditions preclude working in the primary activities stated above. General farm upkeep and maintenance such as ainting, fixing, cleaning, and organizing out buildings and equipment.

ome Workers may be resposible for driving trucks transporting workers and produce to and from job sites. Some workers nay be responsible for driving tractors and pallet jacks to transport produce from the fields to the storage facility. Norker are resposible for stacking produce on pallets and moving pallets to their designated area. Workers are responsible for picking fresh fruit. This fruit goes right to the customer it is not sorted first and is expected to be good quality.

SENERAL CONDITIONS: A normal work week is Monday - Friday 6am - 2pm. Work schedules may vary to take extreme veather or other conditions that may affect the work, or may be beyond the employer's control but would affect he ability of the workers to perform their jobs. If work is available beyond normal work days, employer may offer out not require, worker an opportunity to work additional hours. Workers will report to work at designated time and lace as directed by assigned employer each day. However, workers may be requested to work ten (10) hours per lay depending on the conditions in the fields and maturity of the crops. Workers may be needed to work veekend(s) depending on the maturity of the crop(s). Workers may be requested to 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: Worker should expect occassional periods of little or no work because of the veather, crop, or other conditions beyond the employers control.

A copy of the agricultural work agreement and work rules containing all of the provisions required by 20 CFR 655.122(q) will be provided to the worker in a language understood by the worker no later than the rime at which the worker applies for the visa, or, to a worker in corresponding employment, no later than on the date work commences. In the absence of a separate, written contract entered into between the employer and the worker the required terms of this job order and the certified Application for Temporary Employment Certification will be the work contract.

**20 CFR 653.501**
**Assurances**

## INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

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

The employer agrees to expeditiously notify the OHO 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 the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Melissa A. Allen Date: 1/13/2016

Employer's Signature Melissa A Allen

**Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.**