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):

ACM III, LP
810 South Harmony Road
Penn Run, PA 15765

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

27-1453165

b) Telephone Number / Número de Teléfono:

724-463-7747

c) Fax Number / Número de Fax:

none

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

pikespeaknurseries@verizon.net

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

810 South Harmony Road
Penn Run, PA 15765
See Attachment 1 to ETA 790 for directions to worksite.

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

264 North Harmony Road, Penn Run PA 15765
2850 Yellow Creek Road, Penn Run PA 15765
See Attachment 1 to ETA 790 for directions to housing.

a) Description of Housing / Descripción de la vivienda:

Single family home and wood frame housing units (2 units total).
See attachment 1 to ETA790 for complete disclosure.

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

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

45-2902.01

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

Farm Workers Nursery

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

9991841

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

300 Indian Springs Road
Indiana, PA 15701

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).

Jaelyn Sutter
724-471-7237

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

2/3/16

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

7/24/16

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

From / Desde: 4/1/2016 To / Hasta: 11/15/2016

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

15

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 35

Sunday / Domingo 0 Thursday /Jueves 6
Monday / Lunes 6 Friday / Viernes 6
Tuesday / Martes 6 Saturday / Sábado 5
Wednesday / Miércoles 6

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:
7:30 am - 5:00 pm. In general, days and hours vary widely depending on real time circumstances. See attachment 1 to ETA 790 for complete disclosure.

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.

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries. Housing will be provided at no cost to workers who live beyond commuting distance and are unable to reasonably return to their place of residence the same day. Housing is not provided and is not available to non-workers. If a worker entitled to employer-provided housing elects not to live in the employer-provided housing, the worker must make this election in writing on a form provided by the employer. The following paragraphs describing the terms and conditions of housing apply only to workers occupying housing provided by the employer.

All housing will meet all Federal, State and local housing standards in the jurisdiction involved. If necessary, daily transportation will be provided at no cost from employer-provided housing to the daily work site and return for workers who occupy employer-provided housing. Workers who occupy employer-provided housing may have mail directed to them at the employer's address, and will be provided a name and telephone number for use in contacting the worker in case of emergency. This information will be posted at the housing facility.

Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. Workers provided housing by the employer who are transferred to new employment will be provided housing during the period between jobs, if any. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided when necessary.

There is no charge for housing or utilities to eligible workers provided housing by the employer. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement cost of damaged or lost property will be deducted from the worker's wages. Employer-provided housing is equipped with kitchen facilities, cooking utensils and similar items for the use of residents. Kitchen facilities and utensils will be shared by all residents of the housing unit. In some instances a general kitchen may be provided with a central cook. Special circumstances will be disclosed in writing.

Housing will be kept clean and in compliance with OSHA farm labor camp standards when occupied. The housing must remain in compliance with OSHA standards during the period of occupancy. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and good repair. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards.

Access to housing by Job Service outreach workers and other authorized government personnel in the exercise of their official duties is permitted. Non-governmental outreach workers, social service providers and other visitors will be permitted in the common area and other parts of the housing premises provided their presence does not disrupt nor interfere with the right of quiet enjoyment of other residents. Where there is no common area, the employer will ensure that an appropriate location at the place of employment for such visits is provided. Visitors who disrupt residents' quiet enjoyment of their housing will be required to leave the premises. Commercial solicitation will not be permitted. Visitors soliciting or engaging in illegal activity will be reported to law enforcement authorities and required to leave the premises.

The housing provided is group housing. All residents must be mindful of the right of other residents for quiet enjoyment of the housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the employer has developed housing rules which are posted in all housing units. All residents and visitors will be required to comply with these housing rules. Violators of the housing rules will be subject to disciplinary action, up to and including termination of employment and removal from the housing.

PLEASE SEE SECTION 3 OF ATTACHMENT 1 TO ETA 790 FOR COMPLETE DISCLOSURE

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.

Order holding office: Pennsylvania Department of Labor & Industry
651 Boas Street, 12th Floor
Harrisburg, PA 17122-0750
Greg Shirk (717) 787-3354

Workers are screened for compliance with the following criteria:
a. Confirm ability (with or without reasonable accommodation), availability, qualifications and willingness to perform work described and confirm intention to work for entire season.
b. Local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work.
c. Confirmation of full disclosure of all terms and conditions and nature of work- job description by local employment service staff.
d. Affirmative confirmation of legal qualifications to work in the US as described below.,
Employer will accept referrals or applications from any source. All local and intrastate(in state) applicants may be referred by the order holding office directly to the employer for interview or interested applicants may contact employer directly. Interview hours are 9:00 AM - 3:00 PM Monday through Friday, except for federally recognized holidays.
Although not required, all interstate(out of state) applicants interested in this job offer are strongly encouraged to solicit the assistance of the nearest local employment services (SWA) in their state for a referral to the employer to insure full disclosure of the terms and conditions, and to confirm employment starting date prior to departing for employment. This will help to avoid confusion and mistakes. Interstate SWA's are strongly encouraged to contact the order holding office prior to contacting the employer to confirm the terms, conditions and start date of the job. Workers referred by SWA's should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to go to work. Employees must present an original document or documents that establish identity and employment eligibility as required by the INA within three business days of the date employment begins. Please see the back of the form I-9 for a list of acceptable document(s). Employees who do not comply with this requirement by the end of the third work day will not be permitted to continue employment until this requirement has been satisfied.
The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.
Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence or transportation.
PLEASE SEE SECTION 15 OF ATTACHMENT 1 TO ETA 790 FOR COMPLETE DISCLOSURE

16. Job description and requirements / Descripción y requisitos del trabajo:
Performs a variety of tasks under supervision to plant, grade and harvest trees and cabbage.

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: _____

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

Because the work qualifies as exempt under 29 USC 213(b)(6), overtime rates are not applicable unless required by state law.

17. 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* Deducciones	Yes/Si	No	Pay Period / Período de Pago / /
Tree planting, harvesting, and grading	$10.72	$		Social Security / Seguro Social	☒ *	☐	Weekly / Semanal
Cabbage	$ 10.72	$	none	Federal Tax / Impuestos Federales	☒ *	☐	☐
	$	$	none	State Tax /Impuestos Estatales	☒ **	☐	Bi-weekly/ Quincenal
	$	$	none	Meals / Comidas	☐	☒ ***	☐
	$	$		Other (specify) / Otro (especifica)	☒ $	☐	Monthly/Mensual ☐
Please see Attachment 1 to ETA790 for full disclosure of crop activities, wages, deductions and piece rates.			* If applicable ** Excludes H-2As ***Unless provied by the employer $ See ETA790 Attachment regarding deductions				Other/Otro ☐

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

Workers are guaranteed that their total earnings will be at least equal to the applicable AEWR per hour for all hours worked in pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the applicable AEWR for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum for the total hours worked in the respective pay period.

In accordance with the regulations at 20 CFR 655.122(1) governing rates of pay, the wage rate offered herein is the highest of the applicable adverse effect wage rate, the prevailing hourly or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage rate, in effect at the time work is performed for every hour or portion thereof worked during a pay period covered by the approved labor certification, the AEWR is subject to go up or down and the growers will make the adjustments accordingly when the AEWR is published in the Federal Register. All activities not listed as paid by piece rate will be paid by the hour.

PLEASE SEE SECTION 17 OF ATTACHMENT 1 TO ETA 790 FOR COMPLETE DISCLOSURE

19. Transportation Arrangements / Arreglos de Transportación

In accordance with the regulations found at 20 CFR 655.122(h)(1-4) the following paragraphs under section 17 are the terms and conditions, in their entirety, related to the transportation benefit and related subsistence benefit, when applicable, provided under this clearance order.

The Employer will offer transportation to and from the daily work site (from grower provided housing to field or other worksite and return) at no cost to the workers entitled to the housing benefit described in Section 3 of the ETA Form 790 and paragraph 14 above. For US workers who commute to work daily, the grower will offer free on farm transportation during the work day. Commuting U.S. workers understand that it is their responsibility to get to work on time each day work is available and that they solely assume all liability and costs for their personal transportation to and from work each day and at work if they voluntarily choose to drive. The use of employer provided daily transportation by workers, as described in this paragraph, is voluntary; no worker is required as a condition of employment to utilize the daily transportation on the worksite offered by the employer. Employer will provide free transportation to eligible workers from the housing site to the worksite and return. Workers are always free to choose their own means of transportation at their own expense and liability. Workers who arrange their own transportation understand they assume all liability and hold harmless the growers for any damages, injuries, personal or property losses

PLEASE SEE SECTION 19 OF ATTACHMENT 1 TO ETA 790 FOR COMPLETE DISCLOSURE

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-for workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.

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 - in compliance with 20 CRF 655.135(b), no strike or lockout: The work site for which the employer is requesting H-2A certification does not currently have workers on strike or being locked out in the course of a labor dispute.

26. 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 ☐

This ETA 790 and attachments for farmworkers is being placed in connection with a future H-2A application. This disclosure is provided in compliance with 20 CFR 655.121(2) and 20 CFR 655.121(2).

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.

Sean Schwartz, Retail Manager
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Employer's Signature / Firma y Título del Empleador

2/1/16
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.

28. 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.

PLEASE SEE ATTACHMENTS TO THE ETA 790 FOR COMPREHENSIVE DISCLOSURE OF ALL TERMS AND CONDITIONS GOVERNING THESE EMPLOYMENT OPPORTUNITIES.

Workers Compensation Insurance
Carrier: Brethren Mutual
Policy#: WCF000029106
Policy Period: 05/03/2015 - 05/03/2016

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 Sean Schwartz Date: 2/1/16

Employer's Signature

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.

ATTACHMENT 1 TO ETA 790
ACMIII LP 2016

2. Address and Directions to Work Site
810 South Harmony Road, Penn Run, PA 15765 – From US-422 E toward Ebensburg, turn right onto S Harmony Rd and travel 0.8 miles.

3. Terms and Conditions for Housing:
264 N Harmony Rd, Penn Run, PA 15765 – From US-422 E toward Ebensburg, turn left onto N Harmony Rd and travel 0.3 miles.

2850 Yellow Creek Rd, Penn Run, PA 15765 - From US-422 E toward Ebensburg, turn left onto N Harmony Rd and travel 0.7 miles; turn right onto Yellow Creek Rd and travel 0.3 miles.

Housing will be provided at no cost to workers who live beyond commuting distance and are unable to reasonably return to their place of residence the same day. Housing is not provided and is not available to non-workers. If a worker entitled to employer-provided housing elects not to live in the employer-provided housing, the worker must make this election in writing on a form provided by the employer. The following paragraphs describing the terms and conditions of housing apply only to workers occupying housing provided by the employer.

All housing will meet all Federal, State and local housing standards in the jurisdiction involved. If necessary, daily transportation will be provided at no cost from employer-provided housing to the daily work site and return for workers who occupy employer-provided housing. Workers who occupy employer-provided housing may have mail directed to them at the employer's address, and will be provided a name and telephone number for use in contacting the worker in case of emergency. This information will be posted at the housing facility.

Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided when necessary.

There is no charge for housing or utilities to eligible workers provided housing by the employer. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement cost of damaged or lost property will be deducted from the worker's wages. Employer-provided housing is equipped with kitchen facilities, cooking utensils and similar items for the use of residents. Kitchen facilities and utensils will be shared by all residents of the housing unit.

Housing will be kept clean and in compliance with OSHA farm labor camp standards when occupied. The housing must remain in compliance with OSHA standards during the period of occupancy. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and good repair. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards.

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that an appropriate location at the place of employment for such visits is provided. Visitors who disrupt residents' quiet enjoyment of their housing will be required to leave the premises. Commercial solicitation will not be permitted. Visitors soliciting or engaging in illegal activity will be reported to law enforcement authorities and required to leave the premises.

The housing provided is group housing. All residents must be mindful of the right of other residents for quiet enjoyment of the housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the employer has developed housing rules which are posted in all housing units. All residents and visitors will be required to comply with these housing rules. Violators of the housing rules will be subject to disciplinary action, up to and including termination of employment and removal from the housing.

11. Anticipated Hours of Work:
Worker will report to work at the designated time and place as directed by the employer each day. The standard work week of six hours per day Monday through-Friday and 5 hours on Saturday is normal. Workers may be requested to work up to 10 hours per day depending upon the conditions in the fields and maturity of the crops, but will not be required to work more than 6 hours a day Monday through Friday and 5 hours on Saturday. Workers may be offered work on federal holidays and on 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 employers control. These periods can occur anytime throughout the season.

14. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can · purchase groceries.

15. The referral under this job order from the Applicant Holding Office is to be made to the employer:
ACM III LP
810 South Harmony Road
Penn Run, PA 15765
724-463-7747

Order holding office: Pennsylvania Department of Labor & Industry
651 Boas Street, 12th Floor
Harrisburg, PA 17122-0750
(717) 787-3354

Workers are screened for compliance with the following criteria:
a. Confirm ability (with or without reasonable accommodation), availability, qualifications and willingness to perform work described and confirm intention to work for entire season.
b. Local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work.
c. Confirmation of full disclosure of all terms and conditions and nature of work- job description by local employment service staff.
d. Affirmative confirmation of legal qualifications to work in the US as described below.

Employer will accept referrals or applications from any source. All local and intrastate(in state) applicants may be referred by the order holding office directly to the employer for interview or interested applicants may contact employer directly. Interview hours are 9:00 AM - 3:00 PM Monday through Friday, except for federally recognized holidays.

Although not required, all interstate(out of state) applicants interested in this job offer are strongly encouraged to solicit the assistance of the nearest local employment services (SWA) in their state for a referral to the employer to insure full disclosure of the terms and conditions, and to confirm employment starting date prior to departing for employment. This will help to avoid confusion and mistakes. Interstate SWA's are strongly encouraged to contact the Virginia Employment Commission – Charlottesville, VA prior to contacting the employer to confirm the terms, conditions and start date of the job. **Workers referred by SWA's should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to go to work.** Employees must present an original document or documents that establish identity and employment eligibility as required by the INA within three business days of the date employment begins. Please see the back of the form I-9 for a list of acceptable document(s). Employees who do not comply with this requirement by the end of the third work day will not be permitted to continue employment until this requirement has been satisfied.

The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence or transportation.

16. Job Specifications:

APPROXIMATE TIME DURING THE CONTRACT PERIOD OF CROP ACTIVTIES FOR ALL COMMODITIES INCLUDED IN THIS APPLICATION: All of the time frames related to specific of job activities listed in the job descriptions for each commodity listed in Item 17 are approximations for the purpose of disclosure to potential applicants, applicants, and employees, both domestic and foreign. The job activities described may, in fact, occur earlier and/or later depending on a wide variety of variables including, but not limited to, weather conditions, weather disaster(s), Acts of God, disease pressure, positive or negative market conditions, availability or lack of availability of production inputs, high or low costs of available inputs, and other factors, that the grower could not reasonably anticipate at the time this application is submitted with local SWA/ US DOL ETA and that is beyond the control of the growers. These developing factors could occur at any time during the course of the growing season.

Tree Planting:
Workers will ride on mechanical tree planter and place seedlings in clips on planting wheel. Workers also follow planter to hand plant seedlings using digger.

Tree Harvesting:
Workers must follow a tractor equipped with a seedling lifter and pull trees from the soil and lod into crates for transport to grading facility.

Tree Grading:
Workers remove trees from crates and place on table. Trees are sorted by size and quality, and grouped by specifications as dictated by supervisor or employer. Sorted groups are placed onto conveyor in center of table for bundling and shipment.

Manual planting and harvesting of cabbage:

Plant, cultivate and harvest cabbage. Workers will help pull cabbage plants from cabbage bed and set plants. When harvesting, workers will cut selected heads of cabbage and place on trailer. With knife in hand, worker slightly bends cabbage head away from stalk, leaving 3 or 4 outer leaves around cabbage head for protection.

Care must be taken not to jam knife into ground while cutting. Considerable bending is required to cut cabbage. Workers are also expected to perform task of packing, weighting and loading trucks.

In addition, workers may be required to perform variable tasks associated with cabbage work such as: irrigation, ditching, hoeing, shoveling, loading, unloading and hauling. Package cabbage may weight 50 – to pounds and may be lifted to a height of five (5) feet.

Work may also include mechanized field work using power equipment. By way of example and not limitation power equipment may include golf carts or ATVs and other equipment. Workers will be expected to be able to operate agricultural equipment with supervision.

Abilities and Skills Required:

Employees must regularly lift and/or move up to 50 pounds.

Employees must have the ability to recognize product quality.

Workers should be able to work on their feet including bent positions for long periods of time. Work requires repetitive movements, extensive walking, lifting/carrying and moving. Workers may be exposed to noxious plants and/or insects which may affect workers' ability to perform the job. Workers are exposed to wet weather early in the morning through the heat of the day, working in fields. Temperatures may range from 10 to 100F. Workers may be required to work during occasional showers not severe enough to stop field operations and will be provided rain gear when required to work in the rain. Workers should be physically able to do the work required with or without reasonable accommodations. Saturday work required.

Employer assures that workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing under the applicable regulations).

The job requires regular standing, walking and climbing. Employees are frequently required to use hands to finger, handle or feel; reach with hands and arms; and climb or balance. The employee is occasionally required to stoop, kneel, crouch, or crawl under trellis wires. Employee must possess the requisite physical strength and endurance to repeat the above listed processes throughout the workday, at a sustained and vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality and efficiency of work accomplished by their coworkers.

Must be able to perform all duties within this job description in what can be considered a safe manner, adhering to all established farm safety guidelines, practices and procedures.

Must have ability to communicate effectively and courteously with supervisors and co-workers. Must wear all required and assigned personal protective equipment at all times when required to do so.

For food and general personal safety purposes, all workers will be required and expected to follow proper hygiene practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are

required to wash their hands thoroughly with soap and water after using the bathroom, after eating food and before entering the produce fields for harvest activities. In addition, workers will be expected to follow all food safety and personal hygiene guidelines that the farm adheres to as part of their Food Safety Programs.

Harvested fruit will be inspected according to grade, color and size. Job specifications can change from time to time during the season due to crop, weather and/or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day thus ensuring that the farm is able to provide a quality product to their customers.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time. Work may be performed during light rain and in high humidity and in temperatures ranging from 100 degrees to 10 degrees F. Workers will work on their feet in stooped or crouched position for long periods of time. Worker must be able to lift up to 50 pounds throughout the workday. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers with specific tractor operation experience are also likely to operate a tractor to assist in land preparation and planting/cultivation activities. This may or may not be incidental work, at any given time. All other duties assigned under this order will be those duties of Farmworker, Diversified Crops, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Specific instructions and close supervision will be provided by the farm owner and/or supervisor designated by the grower. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instructions. Work will be closely monitored and reviewed for quality.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality and efficiency of work accomplished by their coworkers.

Workers may not leave trash or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Workers should be physically able to do the work described with or without reasonable accommodation.

Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non passenger intended equipment unless instructed and authorized by the employer or supervisor to do so. All work related injuries must be immediately reported to the crew leader, foreman, or supervisor. If requested, worker must sign a document daily to confirm whether or not they have been injured and other work related information. Worker may not engage in horseplay or other disruptive or discourteous behavior at work, in housing or while riding on employer provided transportation. Workers must treat fellow employees and their foremen/supervisor with courtesy and follow their directions/instructions. Workers must comply with attached work rules and other lawful job related work requirements as disclosed. The employer will provide without charge to the worker the tools, supplies and equipment necessary to perform the job duties. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return property of the employer or due to such worker's willful damage or destruction of such property.

Full Growing Season Commitment: The job offered requires that the worker be available for work six hours per day Monday through Friday and five hours on Saturday every day that work is available for the full period of employment shown in Item 9 of the ETA Form 790, even though work may be slack for brief periods, from time to time throughout the employment period in the production of these crops. The worker agrees to be available for work and perform the assigned work for the assigned employer whenever work is available through the full period of employment shown in

Item 9. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required six hours per day Monday-Friday, and five hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 9 of ETA Form 790 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order and will not be eligible for rehire. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Persons seeking employment as a farm worker must be available for the entire period requested by the employer. Applicants who go to work will be subject to a trial period of up to 5 days during which their performance of required tasks will be evaluated by the grower. If the performance is not acceptable to the grower in its sole discretion the worker will be given substantive instructions, warning notices as appropriate, and finally termination of employment for lawful job related reason(s) described elsewhere in these documents.

All domestic and/or nonresident seasonal farm workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipient's performance and tenure.

Employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the necessary work to grow the farmer's crops.

All terms and conditions included in the job order apply equally to all workers, domestic and foreign, employed under this job order.

The employer will provided without charge to the worker the tools, supplies and equipment necessary to perform the job duties. Worker will be charged for reasonable costs related to the workers refusal or negligent failure to return property of the employer or due to such workers willful damage or destruction of such property in compliance with 20 CFR 655.122(p)(l).

17. Wage Rates, Special Pay Information and Deductions:
Overtime Rate of Pay: Not Applicable in this Application for Temporary Employment Certification for Agricultural Workers under the DOL's H-2A Program.

All work will be hourly paid at the applicable hourly adverse effect wage rate (AEWR).

Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill and tenure.

Workers are guaranteed that their total earnings will be at least equal to the applicable AEWR per hour for all hours worked in pay period.

In accordance with the regulations at 20 CFR 655.122(1) governing rates of pay, the wage rate offered herein is the highest of the applicable adverse effect wage rate, the prevailing hourly or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage rate, in effect at the time work is performed for every hour or portion thereof worked during a pay period covered by the approved labor certification, the AEWR is subject to go up or

down and the growers will make the adjustments accordingly when the AEWR is published in the Federal Register. All activities not listed as paid by piece rate will be paid by the hour.

Basis of Pay:

Crop Activity	Piece Rate / Unit	Estimate of Hourly Earnings
Tree Planting Harvesting, Grading	N/A	$10.72
Cabbage	N/A	$10.72

The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment than the hourly rate specified herein as soon as US DOL provides appropriate written notice to the employer.

A. The employer will make the following deductions from the Worker's wages: All deductions required by law, including, but not limited to, FICA taxes and Federal Income tax, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long- distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other reasonable deductions expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the workers hourly earnings below the FLSA Federal statutory minimum wage.

B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the period during which the work contract and all amendments thereto are in effect, beginning with the first workday after the workers' arrival at the assigned Employers place of employment and the worker is ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as provided in paragraph C below. For purposes of this guarantee, a "workday" consists of six hours daily Monday through-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January I; Martin Luther King, Jr.'s birthday, the third Monday in January; Washington's birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; veteran's Day, November II; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If, at the conclusion of the work agreement, the worker has been offered less employment than required under this guarantee, the employer will pay the worker, at the worker's average hourly rate for the hours actually worked by the worker, for those hours in addition to the hours of work offered, required to fulfill the guarantee. In determining whether this guarantee of employment has been fulfilled, the employer will count as hours of work offered all hours actually worked. In addition the employer may count hours of work offered all hours for which work was offered and not worked which do not exceed a total of hours worked and hours offered but not worked of the normal work hours. The guarantee described in this paragraph shall not apply if the worker voluntarily abandons this employment before the end of the contract period or in the event the worker is terminated for a lawful job-related reason. 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 requirement to employ all qualified eligible U.S. workers who apply during the first 50% of the employment period in accordance with the rule at 20 CFR 655.122(i)(4).

C. The work contract shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God or weather condition which makes fulfillment of this contract impossible as determined by the CO under the regulation at 20 CFR 655.122(o). In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker consistent with existing immigration law, as applicable. If such transfer is not affected, the workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for the employer. In the event of such termination, the guarantee described herein at

paragraph 17(B), in compliance with the Three-fourths guarantee regulation described at 20 CFR 655.122(i)(l), ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.

D. The payroll period shall be bi-weekly. Workers will be paid bi-weekly.

E. In accordance with the regulations governing agricultural clearance orders at 20 CFR 653 the employer will provide a U.S. worker referred through the Agricultural Recruitment System thirty-five (35) hours of work for the week beginning with the anticipated date of need, specified in item 9 of the ETA Form 790 unless the employer has amended the date of need by notifying the local order holding office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system the hourly AEWR Wage Rate for the first week starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above mentioned assurance.

The Employer will furnish to the worker, on or before each payday one or more written statements showing 1. The worker's total earnings for the pay period; 2.The workers applicable hourly rate and/or piece rate; 3. In accordance with the 3/4 guarantee described in preceding paragraph B. (if applicable) the hours of work which have been offered to the worker; 4. The total hours actually worked by the worker; 5. An itemization of all deductions made from the Worker's wages; 6. If applicable, the number of units produced daily and the piece rates used; 7. Beginning and ending dates of the pay period; and 8. The employer's name, address and IRS identification number; and 9. The worker's net pay.

19. Transportation: In accordance with the regulations found at 20 CFR 655.122(h)(1-4) the following paragraphs under section 17 are the terms and conditions, in their entirety, related to the transportation benefit and related subsistence benefit, when applicable, provided under this clearance order.

The Employer will offer transportation to and from the daily work site (from grower provided housing to field or other worksite and return) at no cost to the workers entitled to the housing benefit described in Section 3 of the ETA Form 790 and paragraph 14 above. For US workers who commute to work daily, the grower will offer free on farm transportation during the work day. Commuting U.S. workers understand that it is their responsibility to get to work on time each day work is available and that they solely assume all liability and costs for their personal transportation to and from work each day and at work if they voluntarily choose to drive. The use of employer provided daily transportation by workers, as described in this paragraph, is voluntary; no worker is required as a condition of employment to utilize the daily transportation on the worksite offered by the employer. Employer will provide free transportation to eligible workers from the housing site to the worksite and return. Workers are always free to choose their own means of transportation at their own expense and liability. Workers who arrange their own transportation understand they assume all liability and hold harmless the growers for any damages, injuries, personal or property losses.

The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot reasonably return to their place of residence the same day and are, therefore, eligible for the benefit.

The Employer will not advance transportation and subsistence costs to the place of employment for any worker.

Conditional Inbound Transportation and Subsistence Benefit Reimbursement
For workers eligible for the inbound transportation and subsistence reimbursement benefit, the Employer will reimburse workers who complete 50 percent of the work contract period and who are beyond commuting distance the reasonable cost of transportation and subsistence from the place from which the worker has come to work for the employer,

whether in the U.S. or abroad to the place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has come to work for the employer to the employer's place of employment or, by regulation at 20 CFR 655.122(h)(1), the amount not to exceed the most economical and reasonable common carrier transportation cost for the distance involved, whichever is less, unless the worker is transferring to the employer (with proper status) from another certified farm, if applicable, from within the United States (which will be the point of departure for calculating the reimbursement unless the previous employer has already paid). The employer reserves the right to assist in coordinating transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation or the most economical and reasonable common carrier transportation cost for the distance involved, whichever is less. Workers are always free to choose their own means of inbound transportation at their own liability. Workers who arrange their own transportation understand they assume all liability and hold harmless the employer for any damages, injuries, personal or property losses.

Conditional Outbound Transportation and Subsistence Benefit

In compliance with the applicable regulation found at 20 CFR 655.121(h)(2), for U.S. workers who complete the work contract and are eligible for the outbound transportation benefit, the Employer will provide or pay the most economical and reasonable cost of return transportation and subsistence for the U.S. worker from the place of employment to the place from which the worker came to work for the employer, except when the U.S. worker will not be returning to the original place of departure due to subsequent employment with a different employer. If the subsequent employer has not agreed to provide or pay for the U.S. worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the U.S. worker originally departed to work for the employer. If the subsequent employer has agreed to provide or pay for the U.S. worker's transportation and subsistence to the subsequent place of employment, this Employer will not provide or pay for such expenses. In order to assure the lowest available outbound transportation cost the Employer reserves the right to arrange or coordinate return transportation for groups of U.S. workers large enough to justify group transportation arrangements. The grower will disburse the return transportation checks as soon as all work is completed, as determined by the Employer, and the worker is ready to depart. U.S. workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved, or the U.S. worker's actual cost, whichever is less. U.S. workers who arrange their own transportation understand they assume all liability and hold harmless the employer for any damages, injuries, personal or property losses.

In compliance with the applicable regulation found at 20 CFR 655.121(h)(2), for foreign workers who complete the work contract and are eligible for the outbound transportation benefit and the foreign worker has no immediate subsequent H-2A employment and is returning to the place from which the foreign worker came to work for the instant employer, the Employer will pay by check the most economical and reasonable cost for the foreign worker's transportation (to the place from which the foreign worker came to work for the instant employer) and will pay for subsistence from the place of employment to the place from which the foreign worker came to work for the instant employer, except when the foreign worker will not be returning to the original place of departure due to subsequent authorized H-2A employment with another employer. If the subsequent authorized H-2A employer has not agreed to provide or pay for the foreign worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing and/or paying for such expenses from the place of employment to the place from which the foreign worker originally departed to work for the instant employer. If the subsequent H-2A employer has agreed to provide or pay for the foreign worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. For foreign H-2A workers, subject to the applicable regulation at 20 CFR 655.135(i)(1-2), the Employer reserves the right to arrange and provide return transportation that will comply with the applicable Homeland Security regulations at 8 CFR 214, 8 CFR 215 and 8 CFR 274a requiring the employer to demonstrate a good faith effort to ensure the foreign workers return to their home country in compliance with the applicable laws, and, in a timely manner consistent with the expiration of the visa issued

by the Consulate/State Department for the period of employment. The employer will also report workers who abscond, as applicable and appropriate, or be subject to the liquidated damages provisions of the applicable DHS regulations, and other applicable employer focused punitive penalties disclosed in law and regulation. Foreign workers eligible for the outbound transportation benefit, the grower will disburse the checks at the time all work is completed, as determined by the Employer, and the worker is ready to depart. Foreign workers who arrange their own transportation understand they assume all liability and hold harmless the employer for any damages, injuries, personal or property losses. The employer will not reimburse, pay for and/or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, as provided in paragraph 9C, or if the worker is displaced by a U.S. worker under the 50% rule in 20 CFR 655.122(i)(4). With respect to the statement above regarding providing and/or paying the conditional outbound transportation benefit in the case of a work related injury that ends the worker's ability to continue performing the work for which they were hired for the balance of the employment period, the employer reserves the right to obtain a copy of the "no return to duty notice" from the worker's doctor and/ or request a second opinion from a doctor of the employer's choosing confirming the injury will prevent the worker from returning to work during the period of employment before issuing the outbound transportation benefit. There is no limitation created herein explicit or implied with respect to the worker's right to elect the doctor of their choosing from whom they receive medical treatment.

Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of transportation costs in accordance with the regulations at 20 CFR 655.122(h)(I-2), which refers to 20 CFR 655.173(a). Employer will pay subsistence reimbursement at a rate of $11.86 per day in the absence of receipts submitted by the worker qualified for the benefit. With receipts, payment is capped at $46.00 per day for this conditional benefit.

The Employer will not advance transportation and subsistence costs to the place of employment for any worker.

Other Conditions of Employment:

18. Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired , b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto. c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, if applicable or i) commits acts of insubordination, j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

In general, with respect to item 18b above, in the context of this job offer and job description "serious act(s) of misconduct" includes but is not limited to: Theft from the farmer or other workers; fighting, assault; fraud – falsifying work related records; being intoxicated at work on drugs (abuse of prescribed drugs or illegal drugs) or alcohol; disobeying a lawful and reasonable instruction given by the farmer or supervisor; repeated acts of misconduct for which the employee has been warned; abusing or threatening another employee, the supervisor, farmer, or any other person either verbally, mentally, or physically; bullying or harassment (including verbal, physical, sexual); willful or malicious damage to employer's property or another worker's property; willful failure or repeatedly refusing to carry out a lawful or reasonable instruction that is consistent with the terms and conditions of this job offer and job description; willful failure

in the performance of the duties described herein to exercise the appropriate degree of care or caution considered reasonable under the circumstances resulting in an injury to the worker, another worker, supervisor, farmer or any other person, or in damage to the crops or farm tools and equipment; taking deliberate action that causes the employer to be out of compliance with the law; removing or misusing any employer property. A serious act of misconduct in the workplace is, in general, characterized as an objectionable action that is willful and cannot be described as a mistake or an act of negligence.

In general, with respect to item 18i above, in the context of this job offer and job description, insubordination will be considered to be any willful or intentional failure to obey a lawful and reasonable request or order from the farmer, the supervisor, or a staff member with appropriate authority. The basic elements of insubordination are as follows: 1.) A reasonable and lawful direct order was issued to the employee, either verbally or in writing, by the farmer, the supervisor, or a staff member with appropriate authority, 2.) Employee received the order orally or in writing and communicated confirmation of understanding of the order, and 3.) Employee refused to obey the order directly through an explicit statement of refusal or through non performance.

19. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately and will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with these employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case by case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy. Foreign H-2A workers, subject to the regulation at 20 CFR 655.135(i)(I-2), are hereby put on notice that they must leave the U.S. at the end of the certified period of employment and any extensions granted by US DOL/US DHS, or separation from the employer, whichever is earlier, as required under paragraph (i)(2) of this section, unless the H-2A worker is being sponsored by another subsequent H-2A employer. By US DHS, regulation a foreign worker may not remain beyond their authorized stay, as determined by US DHS, nor beyond separation from employment prior to completion of the H-2A contract, absent an extension or change of such worker's status under DHS regulations. See 8 CFR 214.2(h)(5)(vii) and 8 CFR 214.2(h)(5)(viii)(b) for the actual DHS regulatory language.

A. The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in paragraph 18 above.

B. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. Workers must report all injuries and illnesses to their employer. Failure to do so may result in termination. The employer attests that he will renew the workers compensation insurance policy if it is set to expire during the period covered by the labor certification in a timely manner so that there is no lapse in coverage.

C. Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation and subsistence expenses to the Worker.

D. Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted written notice/disclosure to the Worker and approval of the OFLC certifying officer.

E. Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CPR 653.107 and 20 CPR 653.501.

F. Training: There will be a short demonstration period to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as particular grading specifications. After completion of the demonstration period, the employer will expect all workers to meet applicable production standards and possess the skills to work in the production of the crops described in Item 11.

G. Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will he provided to the worker by the employer no later than on the day the work commences. For H-2A workers, the job contract will be provided to each worker no later than the time at which the H-2A worker applies for the visa in compliance with 20 CPR 655.122(q).

H. All US workers referred though the Interstate Clearance System for employment under this agreement will be covered by unemployment insurance. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.

I. Employer agrees to abide by the regulations at 20 CPR 655.135(a-l), Assurances, and at 20 CPR 653.501.

J. If a sufficient number of U.S. workers are available at the same time and place to come to work for the Employer, as part of its recruitment/positive recruitment pursuant to 20 CFR 655.135(c-d) 20 CFR 655.154(a-d), will assist in coordinating group in- bound transportation arrangements (such as assistance in arranging for group purchase of bus tickets, or other arrangements or assistance, as appropriate). Workers will be responsible for paying the cost of such transportation pursuant to Item 17 of this Job Order.

M. The employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135(a). All qualified eligible U.S. workers, especially women and minorities, are encouraged to apply for these jobs during the positive recruitment period and through the first 50% of the employment period in accordance with the rule at 20 CFR 655.135(d).

N. There are no strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed in compliance 20 CFR 655.135(b).

O. For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.

P. SUBSTANCE ABUSE POLICY; The employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of employees and visitors. The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employer paid post hire drug testing required after accidents in accordance with Worker's Comp policy. Failure to comply with the request or testing positive may result in immediate termination.

WORK RULES
ACM III LP 2016

Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of a day to three days may be made in the case of less serious violation.

Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgement of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.

2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing.

3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7 am. Five consecutive workdays of unexcused absence will constitute abandonment of employment and worker will be terminated.

4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. Not pets of any kind are permitted.

5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish copies may ask their supervisor.

6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.

7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.

8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.

9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.

10. Workers may not take unauthorized breaks from work.

11. Workers may not leave the field or other assigned work area without permission of employer or person in charge.

12. Workers may not enter employer's premises without authorization.

13. Workers may not begin work prior to scheduled starting time or continue working after stopping time.

14. Workers living in employer's housing may not entertain guests in housing premises after 10:30 pm except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.

15. Workers may not deliberately restrict production, damage plants or bruise fruit

16. Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge.

17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.

18. Workers will be discharged for fighting on the employer's premises, at any time.

19. Workers will be discharged if they steal from fellow workers or the employer.

20. Workers will not falsify identifications, personnel, medical, production or other work-related records.

21. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.

22. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.

23. Workers must not misuse or remove from farm premises without authorization any employer-owned property.

24. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office.

25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.

26. Long distance telephone calls are prohibited without prior permission of employer and costs of such calls, if made by worker without employer's permission, will be charged to workers.

27. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:

First offense:	oral warning and correction
Second offense:	written warning and unpaid leave for balance of day.
Third offense:	immediate discharge with written fact statement. Employee will be asked to sign written fact statement.

HOUSING RULES
ACM III LP

This housing is temporary in-season housing provided for migrant agricultural workers employed by the employer who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.

1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor.

2. Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants.

3. No person not assigned to the housing unit by the employer may occupy a bed or stay overnight in the housing unit.

4. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and in good repair, in compliance with applicable US government OSHA regulations. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris.

5. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.

6. Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition.

7. No cooking is permitted in sleeping rooms or any other non-kitchen areas.

8. Occupants are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION**.

9. Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids **MUST** remain on these receptacles at all times as required by law.

10. Workers living in employer's housing may not entertain guests in or on housing premises after 10:00 p.m. Sunday through Friday, nor after 12 midnight on Saturday.

11. Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. Sunday through Friday, nor after 11:00 p.m. on Saturday.

12. Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing.

13. Any worker who verbally or physically threatens another person with any tool or weapon **WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**

14. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.

15. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.

16. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer or the property belonging to other employees.

17. Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARG E**.

18. Occupants must not deface, damage or destroy the housing or contents. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair of replacement costs of the damaged or lost property may be deducted from the worker's wages.

19. **WORKERS WILL BE DISCHARGED** for stealing from the employer or from other workers.

20. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing.

21. Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer.

22. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law.

DERECHOS DEL EMPLEADO BAJO EL PROGRAMA H-2A

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

La Ley Sobre Inmigración y Nacionalidad (INA-siglas en inglés) permite el empleo de trabajadores temporeros no inmigrantes en agricultura (trabajadores H-2A) siempre y cuando no se impacte adversamente a trabajadores de EEUU. Para asegurarse de que no se impacte adversamente a trabajadores de EEUU, ***TRABAJADORES H-2A*** y ***OTROS TRABAJADORES empleados en el contrato de trabajo H-2A o por un empleador H-2A en el mismo trabajo agrícola como trabajadores H-2A*** tienen los siguientes derechos:

DECLARACIÓN
- Recibir **INFORMACIÓN ESCRITA** sobre los salarios, las horas, las condiciones de trabajo y los beneficios de empleo que se ofrecen
- Recibir esta información antes de conseguir un visado y no mas tarde del primer día de trabajo
- Recibir esta información en un idioma que lo entienda el trabajador

SALARIOS
- Que se le **PAGUE** por lo menos dos veces al mes de acuerdo con la tasa especificada en el contrato de trabajo
- Que se le informe, por escrito, de todas las **DEDUCCIONES** (no exigidas de otro modo por ley) que se harán del cheque de pago del trabajador
- Recibir una **DECLARACIÓN DE INGRESOS** (talón de pago) escrita y detallada para cada periodo de pago
- Que se le garantice empleo por lo menos de **TRES CUARTOS** (75%) del total de horas prometidas en el contrato de trabajo

TRANSPORTE
- Que se le proporcione o, al cumplir con 50 por ciento del periodo de trabajo contratado, reembolse por los costos razonables incurridos por transporte y alimentación al lugar de empleo (alojamiento incurrido a favor del empleador y comidas)
- Al terminar el contrato de trabajo, que se le proporcione o que se le pague transporte de regreso y alimentación
- Para trabajadores que viven en viviendas proporcionadas por el empleador, que se le provea **TRANSPORTE**, sin ningún costo al trabajador, entre la vivienda y el sitio de empleo
- Todo transporte proporcionado por el empleador ha de cumplir con todas las normas de seguridad aplicables, ha de estar asegurado correctamente y ha de ser operado por un conductor licenciado

VIVIENDA
- Para cualquier trabajador que no pueda regresar razonablemente a su domicilio durante el mismo día, se le tiene que proporcionar **VIVIENDA SIN COSTO ALGUNO**
- La vivienda proporcionada por el empleador tiene que cumplir con las normas de seguridad aplicables
- Al trabajador que vive en una vivienda proporcionada por el empleador se le tiene que ofrecer tres comidas por día y que no cuesten más del costo especificado por DOL, o que se le provea las comodidades para poder cocinar y de una cocina

DISPOSICIONES ADICIONALES
- Que se le provea seguro de **INDEMNIZACIÓN ESTATAL PARA TRABAJADORES**, o su equivalente
- Que se le provea, sin ningún costo, todas las **HERRAMIENTAS, SUMINISTROS y EQUIPO** exigidos para desempeñar cargos asignados
- **ESTAR LIBRE DE DISCRIMINACIÓN** o **DESPIDO** por presentar una demanda, por atestiguar o por ejercer de cualquier modo sus derechos o por ayudar a otros a hacer lo mismo
- Todo empleador TIENE que cumplir con todas las otras leyes aplicables (incluso la prohibición contra la retención de pasaportes de los trabajadores o cualquier otro documento de inmigración)
- Ningún empleador ni sus agentes, incluso reclutadores extranjeros, o cualquiera que trabaje en nombre del empleador, PUEDEN recibir pago de ningún trabajador por ningún costo relacionado al proceso de obtener la certificación H-2A (tal como honorarios de solicitud y de reclutamiento)
- Todo empleador TIENE que exhibir este cartel donde los empleados lo puedan ver fácilmente
- NINGÚN empleador PUEDE desemplear o desplazar a trabajadores de EEUU semejantemente empleados 60 días o menos antes de la fecha que se necesiten trabajadores H-2A
- Todo empleador TIENE que contratar a cualquier trabajador elegible de EEUU que solicite durante el primer 50 por ciento del periodo de trabajo en el contrato aprobado

Todo trabajador que crea que sus derechos hayan sido violados bajo este programa puede presentar una demanda confidencial.

Para información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

EMPLOYEE RIGHTS
UNDER THE H-2A PROGRAM

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

The Immigration and Nationality Act (INA) allows for the employment of temporary, non-immigrant workers in agriculture (H-2A WORKERS) only if the employment of U.S. workers would not be adversely impacted. To ensure that U.S. workers are not adversely impacted, ***H-2A WORKERS*** and ***OTHER WORKERS employed on an H-2A work contract or by an H-2A employer in the same agricultural work as the H-2A workers*** have the following rights:

DISCLOSURE
- To receive accurate, **WRITTEN INFORMATION** about the wages, hours, working conditions, and benefits of the employment being offered
- To receive this information prior to getting a visa and no later than on the first day of work
- To receive this information in a language understood by the worker

WAGES
- To be **PAID** at least twice per month at the rate stated in the work contract
- To be informed, in writing, of all **DEDUCTIONS** (not otherwise required by law) that will be made from the worker's paycheck
- To receive an itemized, written **STATEMENT OF EARNINGS** (pay stub) for each pay period
- To be guaranteed employment for at least **THREE-FOURTHS** (75%) of the total hours promised in the work contract

TRANSPORTATION
- To be provided or, upon completion of 50 percent of the work contract period, reimbursed for reasonable costs incurred to the place of employment for transportation and subsistence (lodging incurred on the employer's behalf and meals)
- Upon completion of the work contract, to be provided or paid for return transportation and subsistence
- For workers living in employer-provided housing, to be provided **TRANSPORTATION**, at no cost to the worker, between the housing and the worksite
- All employer-provided transportation must meet applicable safety standards, be properly insured, and be operated by licensed drivers

HOUSING
- For any worker who is not reasonably able to return to his/her residence within the same day, to be provided **HOUSING** AT NO COST
- Employer-provided housing must meet applicable safety standards
- Workers who live in employer-provided housing must be offered three meals per day at no more than a DOL-specified cost, or provided free and convenient cooking and kitchen facilities

ADDITIONAL PROVISIONS
- To be provided state **WORKERS' COMPENSATION** insurance or its equivalent
- To be provided, at no cost, all **TOOLS, SUPPLIES,** and **EQUIPMENT** required to perform the assigned duties
- **TO BE FREE FROM DISCRIMINATION** or **DISCHARGE** for filing a complaint, testifying, or exercising your rights in any way or helping others to do so
- Employers **MUST** comply with all other applicable laws (including the prohibition against holding workers' passports or other immigration documents)
- Employers and their agents, including foreign recruiters, or anyone working on behalf of the employer, **MUST NOT** receive payment from any worker for any costs related to obtaining the H-2A certification (such as application and recruitment fees)
- Employers **MUST** display this poster where employees can readily see it
- Employers **MUST NOT** lay off or displace similarly employed U.S. workers within 60 days of the date of need for H-2A workers
- Employers **MUST** hire any eligible U.S. worker who applies during the first 50 percent of the approved work contract period

Workers who believe their rights under the program have been violated may file confidential complaints.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD
U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

pennsylvania
DEPARTMENT OF AGRICULTURE

Commonwealth of Pennsylvania
Department of Agriculture
Bureau of Food Safety and Laboratory Services

2301 N CAMERON ST
HARRISBURG, PA 17110
717-787-4315

Seasonal Farm Labor Camp Inspection Report

Facility: PIKES PEAK NURSERIES #1 & #2 Facility ID: 98321
Owner: CHARLES ALTEMUS
Address: 264 NORTH HARMONY RD
City/State: PENN RUN PA
Zip: 15765 County: ~~Chester~~ Region: ~~Region 3~~ Region 4
Phone: (724) 463-7747 ~~Employee~~

Insp. ID:
Insp. Date: 8/24/2015
Insp. Reason: In-Season
Overall Compliance: IN
Maximum Capacity: 13

Observations and Corrective Actions

Violations cited in this report must be corrected within the timeframes below

Item Number	Code	Comment	Correct By Date	Repeat Violation
29	29	First aid kit does not have adequate supplies.	8/27/2015	

Published Comments

In Season surveillance inspection of #1 Nicholson bldg & #2 Trailer. Current permit #134905 expires 3/31/16. PERMIT IS NOT POSTED

Unrelated Housing Unit type facility with communal kitchen.

Total camp capacity for facility is 13. Total occupants on site now are 6. (6 migrant workers, 0 US citizens)

Number of beds in unit at this time is 13.
(Nicholas Bldg Bedroom) 1 = 1, Bedroom 2 = 1, Bedroom 3 = 1 Total number of toilets is 2. Total number of urinals are 0. Total number of sinks is 2. Total number of bath tubs is 0. Total number of showers is 1. Total number of washers is 1. Total number of dryers is 1. Total number of cooking stoves is 1. Total number of cold hold units is 2.

(Trailer) Bedroom 1 = 1, Bedroom 2 = 3, Total number of toilets is 1. Total number of urinals are 0. Total number of sinks is 2. Total number of bath tubs is 0. Total number of showers is 1. Total number of washers is 1. Total number of dryers is 1. Total number of cooking stoves is 1. Total number of cold hold units is 1.

Transportation provided for migrant workers by Sean Schwartz.

Report has been reviewed with the person in charge (Sean Schwartz) , and all violations will be corrected within (3) days, unless a correct-by-date is specifically documented within the violation.

The person-in-charge stated that this report will be provided to the owner for review.

The compliance status of this facility and a copy of this inspection report will be posted on the Pennsylvania Department of Agriculture website.

In the event of a fire, flood, power outage, and/or contaminated water advisory, please contact the Pennsylvania Department of Agriculture immediately.

Observations :

1)4 of 5 smoke detectors were functioning properly.
2)4 of 4 fire extinguishers were last inspected on 2014.
2)0 of 0 emergency exit signs not functioning properly.

Sanitation aspects of facility were good during the time of this inspection.

This facility is currently on a well. A recent water test was conducted on 4/8/14 by Environmental Service Labs and all bacterial counts from this test are within standards.

Facility is reminded that yearly water tests coliform and nitrate/nitrite are due by mid March. Fax results to Region 4 Office at (724) 443-8160

Report reviewed with facility.

NOTE Facility electrical inspection or certificate not available for verification of properly working electrical system.

pennsylvania
DEPARTMENT OF AGRICULTURE

Commonwealth of Pennsylvania
Department of Agriculture
Bureau of Food Safety and Laboratory Services

2301 N CAMERON ST
HARRISBURG, PA 17110
717-787-4315

Seasonal Farm Labor Camp Inspection Report

Facility: PIKES PEAK NURSERY-SISTER HOUSE **Facility ID:** 98322
Owner: CHARLES ALTEMUS
Address: 2850 YELLOW CREEK RD
City/State: PENN RUN PA
Zip: 15765 **County:** Indiana **Region:** Region 4
Phone: (724) 463-7747

Insp. ID:
Insp. Date: 8/24/2015
Insp. Reason: In-Season
Overall Compliance: IN
Maximum Capacity: 05

Published Comments

In Season surveillance inspection of #1 Nicholson bldg & #2 Trailer. Current permit #134007 expires 3/31/16. PERMIT IS NOT POSTED

Female Housing Unit type facility with communal kitchen.

Total camp capacity for facility is 6. Total occupants on site now are 2. (2 migrant workers, 0 US citizens)

Number of beds in unit at this time is 5.
Bedroom 1 = 2, Bedroom 2 = 3. Total number of toilets is 1. Total number of urinals are 0. Total number of sinks is 2. Total number of bath tubs is 0. Total number of showers is 1. Total number of washers is 1. Total number of dryers is 1. Total number of cooking stoves is 1. Total number of cold hold units is 1.

Transportation provided for migrant workers by Sean Schwartz. no violations were noted during the time of this inspection.

The person-in-charge stated that this report will be provided to the owner for review.

The compliance status of this facility and a copy of this inspection report will be posted on the Pennsylvania Department of Agriculture website.

In the event of a fire, flood, power outage, and/or contaminated water advisory, please contact the Pennsylvania Department of Agriculture immediately.

Observations :

1)2 of 2 smoke detectors were functioning properly.
2)2 of 2 fire extinguishers were last inspected on 2014.
2)0 of 0 emergency exit signs not functioning properly.

Sanitation aspects of facility were good during the time of this inspection.

This facility is currently on a well. A recent water test was conducted on 4/8/14 by Environmental Service Labs and all bacterial counts from this test are within standards.

Facility is reminded that yearly water tests coliform and nitrate/nitrite are due by mid March. Fax results to Region 4 Office at (724) 443-8150

Report reviewed with facility.

NOTE: Facility electrical inspection or certificate not available for verification of properly working electrical system.

Billing Inquiries: 1-800-621-4264

Brethren Mutual
Insurance Company
Hagerstown, MD 21740

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

This information page with the "Policy Provisions" completes the numbered POLICY CHANGE ENDORSEMENT

INFORMATION PAGE POLICY NUMBER: WCF0000291 06 AUDIT [X] YES [ ] NO

RENEWAL OF POLICY NUMBER:

1. **INSURED** ACM III LP
8289 ROUTE 422 HWY EAST
PENN RUN, PA 15765

INDIVIDUAL [ ]
PARTNERSHIP [X]
CORPORATION [ ]
or _____
ID#27-1453165

Other workplaces not shown above:*,*See attached schedule

2. **POLICY PERIOD** 12:01 A.M. Standard Time at the Insured's Mailing address. FROM 05/03/2015 TO 05/03/2016

REPRESENTATIVE FIRST COMMONWEALTH INS. AGENCY
724-463-5634 654 PHILADELPHIA STREET
INDIANA PA 15701-0000

Agent Code
9049000
0004780

BCO ID: 1460

3. **COVERAGE**

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here. 37-PA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The limits of our liability under Part Two are:

Bodily injury by Accident	$100,000	each accident
Bodily injury by Disease	$500,000	policy limit
Bodily injury by Disease	$100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: **All states except North Dakota, Ohio, Washington, Wyoming, and states designated in Item 3a of the information page.**

D. This policy includes these endorsements and schedules: See attached schedule.

4. **PREMIUM:** The premium for this policy will determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
PA Premium Total				41,105
(SEE SUPPLEMENTAL DECS FOR BREAKDOWN)				
CATASTROPHE (Other than Certified Acts of Terrorism)	9741			131
TERRORISM	9740			393
Premium for Increased limits Part TWO, if applicable				$
Total Premium subject to the Experience Modification of				$
Premium Modified to reflect Experience Modification of				$
Other Premium Charges				$
Total Estimated Standard Premium				$
Loss Constant (where applicable)				$
Premium Discount, if applicable	0063			$ -3,887
Expense Constant Charges	0900			$ 180
Total Estimated Premium				$
Second Injury Fund Surcharge (NJ only)				$
Uninsured Employers Fund Surcharge (NJ only)				$
Minimum Premium $ 610		TOTAL POLICY ESTIMATED COST		$ 37,922
			Deposit	$

** ABSENCE OF ANY ENTRY MEANS "NO EXCEPTION"

Servicing Office: 149 N. Edgewood Drive

Countersigned By Signature Not Required

The Labor Company

RECEIVED
DEC 07 2015

This Agency and Indemnity Agreement (the "Agreement") entered into by and between The Labor Company, LLC (TLC), a consulting firm in the state of Virginia and ACM III LP a fixed site agricultural producer/employer by definition at 20 CFR 655.103(b) in the state of PA who is a client of TLC.

WHEREAS, TLC is qualified and capable as Agent of rendering consulting and certain specific administrative services necessary to assist the Client in participating in the H-2A program under the labor certification process for temporary agricultural employment in the United States ("H-2A workers") to meet the seasonable labor requirements; and

WHEREAS, the Client understands and agrees that it is personally and solely responsible for compliance with all applicable farm employee labor and employment laws and provisions of the H-2A program, including the Application for Temporary Employment Certification, the Clearance Order, and the Worker Agreement; and

WHEREAS, the Client desires to avail himself of the consulting and certain specific administrative services of TLC as Agent in participating in the US government authorized H-2A alien certification program to meet the Client's seasonable labor requirements for the calendar year beginning January 1, 20__ ;

NOW THEREFORE, in consideration of the payment(s) made by the Client of the established dues, admission fees and other assessments and costs as are charged/assessed from time to time for providing the services requested by the Client, and for other good and sufficient consideration pursuant to the requirements of 20 CFR 655.131(b), the Client hereby duly appoints and authorizes TLC to act as Agent except as limited by this document. The Client authorizes TLC to represent the Client, as necessary, with all appropriate government agencies involved in the H-2A program application processes, including but not limited to US Department of Labor ("DOL"), US Department of Homeland Security ("DHS"), US State Department ("DOS"), and the State Workforce Agency (SWA). The parties hereto further agree as follows:

A. **TLC Obligations**

(1) TLC, through input, review and consent of Client, will prepare and process forms and documents pursuant to applicable laws and regulations of the United States Department of Labor and the United States Citizenship and Immigration Services required for the Client to participate in the US government authorized H-2A alien certification program.

(2) TLC, through input, review and consent of Client, will undertake certain specific administrative tasks in order for the Client to participate in the H-2A program as established by the regulations and guidelines of the United States Department of Labor.

(3) TLC, through input, review and consent of Client, will arrange advertisements to comply with regulations and guidelines of the United States Department of Labor. Client acknowledges that they are the sole employer and are exclusively responsible for all representations made in the advertisements. The Client is engaging TLC for convenience purposes of arranging the advertisements, however, Client acknowledges that they, not TLC, are soliciting US applicants in compliance with the regulations and guidelines of the United States Department of Labor.

(4) TLC will maintain contact either directly or through its designated representatives, on behalf of the Client, with the State Employment Service Agency, the State Department of Labor, the United States Department of Labor, and the United States Citizenship and Immigration Services, and other governmental agencies necessary to effectuate the purpose of this Agreement.

B. **Client Obligations**

(1) The Client agrees to comply timely with all reasonable policies, procedures, and schedules established by TLC which it considers essential for compliance with laws and regulations, successful participation and for the proper operation of the H-2A program.

(2) The Client acknowledges that it is familiar with and understands the regulations and requirements of the H-2A program and agrees to comply with all of the terms and conditions of employment described on the Client's behalf in the Agricultural and Food Processing Clearance Order, ETA Form 790 and attachments, and Application for Temporary Employment Certification, ETA 9142 and attachments, (collectively the "Job Order") and with the agricultural work agreement, which describes all the material terms and conditions of employment and that is entered into with both U.S. and H-2A workers. The Client agrees to comply with all obligations imposed on the Client as an employer of domestic and/or H-2A workers found in applicable law and regulations, including without limitation, those at 20 CFR Part 653 (DOL Interstate Clearance Order regulations); 20 CFR Part 655 (DOL H-2A Regulations); 29 CFR Part 501 (DOL Wage and Hour Enforcement Regulations); and applicable provisions at 8 CFR Parts 214, 215, and 274a (DHS regulations); and to cooperate with all government agencies with jurisdiction. The Client agrees to comply with ALL applicable laws and relevant regulations and specifically, but not limited to, 20 C.F.R. 655.120(wages), 122(content of job offer), 135(assurances and obligations), 153(contact former US workers), 155(referral of US workers), 167(document retention requirements) of the H-2A regulations.

Agency and Indemnity Agreement

(3) In particular, but not limiting the foregoing, the Client agrees a) to pay the worker's required wages and benefits; b) to timely issue to workers the required wage reporting/tax related documents as required by federal and state law, and to issue corresponding report filings to the appropriate government agencies, as required c) to make only those deductions from the worker's paychecks that are required by law and only those deductions allowed by law; d) to provide housing as required by law that meets all applicable standards in effect at the time of occupancy; e) to timely reimburse required transportation and daily subsistence costs; f) to provide written detailed wage statements of the worker's total earnings, start time and stop time, nature of work each day, hourly rate and/or piece rate of pay, the hours of employment which had been offered to the worker, the hours actually worked by the worker, and itemization of all deductions made from the worker's wages and, if piece rates are used, the units produced daily, the employer's name, address and Federal Tax Identification or Social Security Number; g) to terminate the worker only for lawful job related reasons; h) to secure and maintain workers' compensation coverage for each worker for the entire period of employment, with no lapses in coverage; i) to interview and hire any qualified US worker(s) who apply directly in accordance with the applicable regulations at 20 CFR 655;

(4) The Client agrees to pay timely any judgment or penalty entered against Client and to indemnify and hold harmless TLC and any of its other Clients for judgments entered against it or them arising out of the Client's violation of his obligations under applicable law or regulation (including 20 C.F.R. Parts 653 and 655), the job order or the agricultural work agreement and any attorneys' fees and costs incurred by TLC or other Clients in defending against such claim. Client acknowledges that the laws and regulations governing the employment of migrant and seasonal farm labor and supplementary foreign agricultural workers are subject to disputed interpretations. Therefore, the Client agrees that in matters in which a claim is made or litigation is instituted against TLC Executive Director may exercise its discretion a) to settle such matters on behalf of itself and the Client on terms it deems appropriate, b) to litigate such matters, and c) to determine whether such settlements, judgments, penalties, costs and attorneys fees will be borne by the Client out of whose alleged action or inaction the claim was asserted or, what amount, if any, will be borne by TLC and/or shared among its Clients. The terms of this Paragraph 4 survive any future separation of the parties to this agreement and the term of this Agreement.

(5) The Client agrees to pay TLC any assessment made by TLC as the Client's share of legal and any other expense or liability incurred by the TLC in defending, prosecuting or settling any application for H-2A certification, claim, litigation, or administrative complaint or appeal, whether or not arising out of claims against the Client or arising out of the fault of the Client, in accordance with a formula approved by TLC. The terms of this paragraph 5 survive any future separation of the parties to this agreement and the term of this Agreement.

Client Attestation

These Terms and Conditions shall be governed by and construed in accordance with the law of the Commonwealth of Virginia. Client recognizes that TLC is not a lawyer or law firm and will consult with a lawyer if legal advice is necessary.

Signature: Sean Schuyler

Title: Mgr

Date: 12/4/15

Amanda Wright

Amanda Wright, H2 Labor Consultant

12/7/15
Date