

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

Employment and Training Administration



O.M.B. Approval No. 1205-0134, Expires 08/31/2009

Industry Code / Código de Industria 025.3	Job Order # / No. Orden de Empleo 660388
Occupational Title and Code / Título Ocupacional y Código FARMWORKERS, FARM AND RANCH ANIMALS	

Clearance Order Issue Date / Fecha de Tramite: 10/28/09

Job Order Expiration Date / Fecha de expiración: 11/15/10

6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 12/15/2009 To/ Hasta 05/15/2010
--

7. No. of Worker's Requested / No. de Trabajadores Pedidos 12

8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana		Total:	45
Sunday / Domingo	0	Wednesday / Miércoles	9
Monday / Lunes	9	Thursday / Jueves	9
Tuesday / Martes	9	Friday / Viernes	9
		Saturday / Sábado	0

9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar.	
Employer / El Empleador	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Local Office/Oficina Local	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)
 Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)
JAINDL FARMS, LLC
DAVID M. JAINDL
PRESIDENT
3150 COFFEETOWN RD.
OREFIELD, PA 18059
610 395 3333

2. Location and Direction to Work Site / Dirección del lugar de trabajo
3150 COFFEETOWN RD; TAKE I-76 W TO I-476 N TO US-22 E (ALLENTOWN EXIT) MERGE ONTO PA-309 N TOWARD TAMAQUA. TURN RT ONTO OREFIELD RD. TURN LT ONTO COFFEETOWN RD.
 (see attachment / para más detalles vea)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
ON FARM PREMISES IN SURROUNDING FARM BUILDINGS WITH KITCHEN, BEDROOMS AND FULL BATHROOMS.
 (see attachment / para más detalles vea)

4. Board Arrangements / Arreglo de Alojamiento
COOKING FACILITY; TRANSPORTATION PROVIDED TO GROCERY STORES AND OTHER PLACES UPON REQUEST; MAY USE PERSONAL VEHICLES, BUT 15 PASSENGER VAN IS PROVIDED
 (see attachment / para más detalles vea)

5. Referral Instructions / Instrucciones para el Referimiento de Candidatos
PLEASE CALL PAT SENG AT 610-395-3333 AND/OR FAX RESUME TO : 610-395-8608
 (see attachment / para más detalles vea)

10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box)
DUTIES INCLUDE: ASSISTING WITH BREEDING, ARTIFICIAL INSEMINATION, HATCHING, DE-BEAKING AND GROWING/RAISING OF NEW TURKEYS; ALSO CATCHING THE BIRDS, FEEDING AND CLEANING TURKEYS TO BE FREE OF FECES AND STRAW, LOADING AND UNLOADING THEM, AS WELL AS CLEANING AND MAINTAINING THE TURKEY HOUSING. WORKERS SHOULD BE ABLE TO LIFT 50 LBS.
 (see attachment / para más detalles vea)

10 a. Descripción del Trabajo / Job Specifications (Summary of Material Job Specifications in SPANISH must be included inside this box)
DEBERES INCLUYEN: AYUDAR CON EL PROCREAR, INSEMINACION ARTIFICIAL, SALIR DEL HUEVO, QUITARLES SUS PICOS, Y CRIAR NUEVOS GUAJOLOTES; TAMBIEN ATRAPAR LOS PAJAROS, DARLES DE COMER Y LIMPIARLOS DE EXCREMENTO Y PAJA, CARGAR Y DESCARGARLOS, TAMBIEN LIMPIAR Y MANTENER SU VIVIENDA. LOS TRABAJADORES DEBEN PODER LEVANTAR 50 LIBRAS.

C-09289-20764

(see attachment / para más detalles vea)

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Actividades / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES	NO	Pay Period Período de Pago
					SI	NO	
TURKEY ATTENDANT	\$ 8.63	\$		Social	X		Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales	X		X
	\$	\$		State Tax Impuestos Estatales	X		Bi-weekly / cada 2 sem.
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify) / Otro		X	Other / Otro

More Details About the Pay/Más Detalles Sobre el Pago
PAYDAY IS FRIDAY.

(see attachment / para más detalles vea)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)
TRANSPORTATION PROVIDED FREE OF CHARGE TO ANY LOCAL WORKERS WHO CANNOT RETURN HOME EVERY DAY AFTER WORK. TRANSPORTATION PROVIDED; 15 PASSENGER VAN; WORKERS MAY REQUEST TO GO TO STORE, WAL-MART, ETC.

(see attachment / para más detalles vea)

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en esta/estos tipo(s) de cosecha(s)/sabrado(s)? Yes/SI No If you have checked yes, what is the FLC wage for each activity?/SI contesto "SI," cual es el salario que le paga al Contratista Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes No
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes No
16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes No

17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")
NONE

18. 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 todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")
NONE

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)
PENNSYLVANIA DEPARTMENT OF LABOR AND INDUSTRY
BUREAU OF WORKFORCE DEVELOPKMENT PARTNERSHIP
EMPLOYER COORDINATION SERVICES
13TH FLOOR WEST, LABOR AND INDUSTRY BUILDING
SEVENTH AND FORSTER STREETS
HARRISBURG, PA 17122
717-787-5438 OR 717-787-6521

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya numero de telefono)
PENNSYLVANIA DEPARTMENT OF LABOR AND INDUSTRY
BUREAU OF WORKFORCE DEVELOPKMENT PARTNERSHIP
EMPLOYER COORDINATION SERVICES
13TH FLOOR WEST, LABOR AND INDUSTRY BUILDING
SEVENTH AND FORSTER STREETS
HARRISBURG, PA 17122
717-787-5438 OR 717-787-6521

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Título del Empleador
DAVID JAINDL, PRESIDENT

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
ETA 790 (Rev. July 2004)

Job Order Number: _____

ETA 790 ATTACHMENTS

ITEM 2 - LOCATION AND DIRECTION TO WORK SITE:

The work site is located at 3150 COFFEETOWN RD, DRETFIELD, PA 18069
in the following county/counties: LEHIGH

The directions to the work site are:

SEE ETA 790 #2

ITEM 3 - LOCATION AND DESCRIPTION OF HOUSING:

Location: Housing is located at : ON FARM PREMISES

Directions to housing are: SEE WORKSITE DIRECTIONS

Description of housing: KITCHEN, BEDROOMS & FULL BATHROOMS

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to be responsible for damage to housing or furnishings. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. If both male and female workers are hired, separate toilet and shower facilities will be provided by the employer.

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

Workers may be reached at the following address and phone number:

ADDRESS:

PHONE NUMBER:

3150 COFFEETOWN RD

610 395 3333

ITEM 4 - BOARD ARRANGEMENTS: (Check Appropriate Item(s))

____ Employer will provide 3 meals per day and will deduct \$ ____ per day.

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

Other (Specify) _____

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage. X

(c) The employer will _____, will not X pay the worker a bonus of \$ N/A, based on Quality Picking _____ End of Season _____ Other _____. Anticipated date by which payments will be made: _____

(d) Employer guarantees to offer employment for a minimum of $\frac{3}{4}$ of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the $\frac{3}{4}$ guarantee period ends on the date of termination.

(e) Payroll Periods will be _____ Weekly: X Twice Monthly. Workers will be paid on Friday (day of the week) each payroll period and will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, piece rates/ number of units (if piece rates are used), and all deductions. The statements will comply with 20CFR 655.102(b)(8).

(f) Employer will provide a worker referred through the interstate clearance system 45 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$ 300.00 for the first week starting with the originally anticipated date of need. Employer will _____ will not X require worker to perform alternative work if the guarantee cited in this section is invoked. Alternate work may be provided if the guarantee cited in this section is invoked. The alternate work and pay will be:

If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above-mentioned assurance.

ITEM 12 - TRANSPORTATION ARRANGEMENTS:

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence from the place of employment to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, in which case the employer will only pay for the transportation and subsistence to the next job. The amount of the transportation payment will be

*(U.S. Consulate in Mexico)

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries.

ITEM 5 - REFERRAL INSTRUCTIONS: (Include here who an applicant or State Workforce Agency Representative should contact concerning employment and how that person may be reached)

Applicants, Workforce Agency Personnel, Walk-ins, Gate Hires, etc. may:

Call for an interview during normal business hours at the number listed on the ETA 790.
 Report to the farm office or worksite listed on the ETA 790.

Other (describe) **CALL AND/OR FAX RESUME TO PAT SONG:**
610 395 8608 (FAX)
610 395 3333 (OFFICE)

ITEM 8 - ANTICIPATED HOURS OF WORK:

9 hours per day is normal. The worker may be requested but not required to work 12 hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields or orchards, weather and maturity of the crop.

ITEM 11 - WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:

(a) The Adverse Effect Wage Rate of \$ X **\$8.63/HR OFFERED RATE**, the prevailing hourly wage rate or piece rate, or the federal minimum wage rate, whichever is greatest, will be the minimum rate of pay. Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

This job offer includes the following crop activities and rates of pay per unit: (Include all crops and activities not listed on ETA 790, Item 9)

(b) The following deductions will be made:

- Taxes, if applicable under Federal, State, and local law from domestic workers;
 - FICA Taxes ETA Taxes Federal Income Tax Withholding
 - Advances;
 - Meals;
 - Willful destruction of property;
- NO** → See email dated 10/27/05 for response.

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

Free transportation will be provided from the housing location to the work site and return each day.

ITEM 13 - OTHER CLARIFICATIONS AND ASSURANCES:

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

TRAINING: Training will be provided for 8 days and workers will be allowed 8 days to reach the production standards of the activity.

PRODUCTION STANDARDS: Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: *(List the production standards for each activity if production standards are applicable):*

INJURIES: The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

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 expenses to the worker.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order-holding office or State agency by telephone immediately upon learning that a crop is maturing earlier or

USDOL/ETA/FLC Atlanta National Processing Center Supplemental Information for H-2A Application (ETA-790 Form)

later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

CONTRACT IMPOSSIBILITY: The employer will terminate the work contract of any worker whose services are no longer required for reasons beyond the control of the employer or an act of God. In the event of such termination, the employer will be bound by the three-fourths guarantee from the first workday after arrival to the date of termination.

PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to U. S. citizenship or legal status to work in the U. S.

AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 12 of which 12 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

OTHER: The employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501. The working conditions will 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 is an Equal Employment Opportunity employer and will offer U. S workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant workers.