

### A. Job Offer Information

Form ETA-790A

FOR DEPARTMENT OF LABOR USE ONLY

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H-2A Case Number: H-300-22124-136412

Case Status: Full Certification

Determination Date: 05/18/2022

Validity Period: to



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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>40</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
none			

**C. Place of Employment Information**

1. Address/Location *			
1230 Idaville-York Springs Road			
2. City *	3. State *	4. Postal Code *	5. County *
Gardners	Pennsylvania	17324	Adams
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
none			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
1 Pine Swamp Road - Camp 1 2 Pine Swamp Road - camp 2A, 2B, and 2D 6415 Oxford Road - Camp 4B			
2. City *	3. State *	4. Postal Code *	5. County *
Gardners	Pennsylvania	17324	Adams
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Communal camps and apartments camp		12	96
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
3 camp locations will house workers. Camp 1 on 1 Pine Swamp Road is a dormitory with communal bathroom and kitchen for 15 people. 2 Pine Swamp Road has Camps 2A and 2B - each has 4 apartments that hold 4-5 people each, and 2D, which has dorm-style rooms and communal bathrooms and kitchen. Camp 4B on Oxford Road has 2 apartments that can hold a total of 9 people.			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



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**E. Provision of Meals**

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. \* (Please begin response on this form and use Addendum C if additional space is needed.)

We will provide free and convenient cooking and kitchen facilities for workers to prepare meals. The 2 communal group camps have enough stoves, burners, fridges, and sinks for everyone living there according to Pennsylvania state regulations. Each of the 10 apartments have a stove with at least 2 burners, sink, and fridge for the occupants. All camps have food prep areas, food and utensil storage areas, sinks with hot and cold running water, adequate seating, and 10-B rated fire extinguishers.

Proporcionaremos instalaciones de cocina y cocina gratuitas y convenientes para que los trabajadores preparen comidas. Los 2 campamentos grupales comunales tienen suficientes estufas, quemadores, refrigeradores y fregaderos para todos los que viven allí de acuerdo con las regulaciones estatales de Pensilvania. Cada uno de los 10 apartamentos tiene una estufa con al menos 2 quemadores, fregadero y nevera para los ocupantes. Todos los campamentos cuentan con áreas de preparación de

2. If meals are provided, the employer: \*

☒ **WILL NOT** charge workers for such meals.

☐ **WILL** charge workers for such meals at \$ \_\_\_\_ . \_\_\_\_ per day per worker.

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker \*

a. no less than \$ 14 . 00 per day \*

b. no more than \$ 59 . 00 per day with receipts

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**G. Referral and Hiring Instructions**

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply \*

+1 (717) 528-4615

3. Email Address to Apply \*

office@bonniebraefruitfarms.com

4. Website address (URL) to Apply \*

N/A

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No



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**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

**A. Transportation to Place of Employment (Inbound)**

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily 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 transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

**B. Transportation from Place of Employment (Outbound)**

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



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If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).





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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.
- If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).
- For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).
12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).
- The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).
15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. 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. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning 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. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance 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. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial \$
Zost	Sarah	
4. Title *		
Business Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		5/9/2022

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs 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 ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.





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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Apple farm/huertas de manzanas	\$ 15 . 54	Hour	\$15.54 por hora cuando trabaja por hora. \$0.80 por bolsa de manzana fresca; \$0.70 por bolsa de procesamiento de manzanas; bono de fin de temporada del 3% basado en el número de bolsas recogidas a precio de pieza. El trabajo a destajo tendrá un piso garantizado de \$15.54 por hora, sin límite superior.
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Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *	<p>Workers will be expected to perform manual jobs with accuracy and efficiency through harvest. They will use wooden straight ladders, metal step ladders, clippers, and picking bags that when filled weigh up to 40 pounds. They will pick apples for the fresh and processing markets, thin apples, and may at times do other manual labor if there is a lull in harvest work. This may include pulling weeds, picking rocks and roots, moving ladders, cutting suckers and using loppers, pulling or cutting thorny plants, weeds and vines from around trees, cleaning and clearing fence rows and farm buildings. In this work they may use hand-operated equipment like loppers, trimmers, saws, and shears. Workers must physically be able to pick tree fruit, most of which is done from ladders 6 to 20 feet long and can weigh up to 25 pounds and must be safely maneuvered on steep and uneven terrain. Picked fruit is placed in plastic-framed canvas covered picking bag with canvas straps the slip over the head and rest on the shoulders. Filled bucket, weighing up to 40 pounds, is emptied into bulk bins. Workers place ladders firmly against or within the tree in a secure position so as to not break limbs or knock off fruit, and to prevent slips and falls. All fruit must be handled with care to avoid bruising. Each tree will be picked according to instructions given each day by the crew supervisor. Must be experienced in distinguishing between apple varieties and must be able to spot pick apples for acceptable color and sort out fruit with defects. Field supervision monitors workers to ensure fruit is not bruised in picking.</p> <p>Workers will not be required to work on their Sabbath or on federal holidays, though hours will still be offered if the field conditions warrant it.</p> <p>Work is to be done for long periods of time - workers should be able to work on their feet in bent positions for long periods of time. Work requires repetitive movements, extensive walking, exposure to wet weather like occasional showers not severe enough to stop field work, temperatures from 25 to 105 F, and lifting and carrying 40 pounds. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect a worker's ability to perform the job. Saturday work is required.</p> <p>Se espera que los trabajadores realicen trabajos manuales con precisión y eficiencia durante la cosecha. Usarán escaleras rectas de madera, escaleras de tijera de metal, maquinillas y bolsas de recolección que, cuando se llenan, pesan hasta 40 libras. Recogerán manzanas para los mercados de productos frescos y de procesamiento, manzanas delgadas y, en ocasiones, pueden realizar otros trabajos manuales si hay una pausa en el trabajo de cosecha. Esto puede incluir arrancar malas hierbas, recoger rocas y raíces, mover escaleras, cortar chupones y usar tijeras de podar, arrancar o cortar plantas espinosas, malas hierbas y enredaderas de alrededor de los árboles, limpiar y despejar filas de cercas y edificios agrícolas. En este trabajo, pueden usar equipos manuales como podaderas, podadoras, sierras y cizallas. Los trabajadores deben ser físicamente capaces de recolectar frutos de los árboles, la mayoría de los cuales se hacen desde escaleras de 6 a 20 pies de largo y pueden pesar hasta 25 libras y deben maniobrar con seguridad en terrenos empinados y desiguales. La fruta recolectada se coloca en una bolsa de recolección cubierta de lona con marco de plástico con correas de lona que se deslizan sobre la cabeza y descansan sobre los hombros. El balde lleno, que pesa hasta 40 libras, se vacía en contenedores a granel. Los trabajadores colocan las escaleras firmemente contra el árbol o dentro de él en una posición segura para no romper las ramas ni sacar la fruta, y para evitar resbalones y caídas. Toda la fruta debe manipularse con cuidado para evitar magulladuras.</p>		

b. Job Offer Information 2

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *	<p>We can be contacted at office@bonniebraefruitfarms.com or 717-528-4615. Our address is 1230 Idaville-York Springs Road Gardners, PA 17324. Additionally applicants may apply through the State Workforce Agency and PA CareerLink website. Workers must meet all the following criteria:</p> <ol style="list-style-type: none"><li>1. Are available and willing to work the entire season and are able, willing, and qualified to perform the work.</li><li>2. Local workers have daily transportation to the job site; non-local workers have transportation to the job site at the start of the season.</li><li>3. Have been fully apprised by the local employment office of the terms, conditions, and nature of employment.</li><li>4. Are legally able to work in the U.S. Workers must possess documentation required to enable employer to comply with the employment verification requirements and accurate completion of the I-9 form within 3 days of employment. We will abide by the requirements of 20 CFR 653.501 in screening and hiring individuals referred through the clearance system. We will review applicants between 8 am and 4 pm on weekdays.</li></ol> <p>Nos pueden contactar en office@bonniebraefruitfarms.com o 717-528-4615. Nuestra direccin es 1230 Idaville-York Springs Road Gardners, PA 17324. Adems, los solicitantes pueden postularse a travs de la Agencia de la Fuerza Laboral del Estado y el sitio web PA CareerLink. Los trabajadores deben cumplir con todos los siguientes criterios:</p> <ol style="list-style-type: none"><li>1. Estn disponibles y dispuestos a trabajar durante toda la temporada y son capaces, estn dispuestos y calificados para realizar el trabajo.</li><li>2. Los trabajadores locales tienen transporte diario al lugar de trabajo; los trabajadores no locales tienen transporte al lugar de trabajo al inicio de la temporada.</li><li>3. Haber sido completamente informado por la oficina de empleo local de los trminos, condiciones y naturaleza del empleo.</li><li>4. Estn legalmente capacitados para trabajar en los EE. UU. Los trabajadores deben poseer la documentacin requerida para permitirle al empleador cumplir con los requisitos de verificacin de empleo y completar correctamente el formulario I-9 dentro de los 3 das posteriores al empleo. Cumpliremos con los requisitos de 20 CFR 653.501 en la seleccin y contratacin de personas referidas a travs del sistema de autorizacin. Revisaremos a los solicitantes entre las 8 am y las 4 pm de lunes a viernes.</li></ol>		

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**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will provide transportation by a bus and a van at no cost to the worker from the employer-provided housing to the work site and return each day. The vehicles and drivers used will be in accordance with applicable local, state, and federal laws and meet all safety, license, and insurance requirements. The use of this transportation is voluntary; no worker will be required as a condition of employment to use it. This is not available to workers not residing in our housing.			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will pay for or reimburse H-2A workers for costs incurred by the worker for visa, processing, border crossing and other related fees including those mandated by the government (excluding passport fees) before or with the paycheck for the first week of work. For non-commuting workers, transportation costs and reasonable subsistence from the departure location to the place of employment will be reimbursed before or with the paycheck for the first week of work to the extent that those			



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**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Cada árbol será recogido de acuerdo con las instrucciones dadas cada día por el supervisor de la cuadrilla. Debe tener experiencia en distinguir entre variedades de manzanas y debe poder detectar manzanas para obtener un color aceptable y clasificar las frutas con defectos. La supervisión de campo supervisa a los trabajadores para asegurarse de que la fruta no se magulle durante la recolección.</p> <p>El trabajo debe realizarse durante largos períodos de tiempo: los trabajadores deben poder trabajar de pie en posiciones inclinadas durante largos períodos de tiempo. El trabajo requiere movimientos repetitivos, caminatas extensas, exposición a climas húmedos como lluvias ocasionales que no sean lo suficientemente fuertes como para detener el trabajo de campo, temperaturas de 25 a 105 F y levantar y cargar 40 libras. Las alergias a la ambrosía, vara de oro, insecticidas, productos químicos relacionados, etc. pueden afectar la capacidad de un trabajador para realizar el trabajo. Se requiere trabajar los sábados.</p> <p>No se exigirá a los trabajadores que trabajen en sábado ni en feriados federales, aunque se seguirán ofreciendo horas si las condiciones del campo lo justifican.</p>			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - null
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>expenses reduce the earnings below the FLSA minimum wage in the first work week. Pursuant to 20 CFR 655.122(h)(1), the employer will reimburse the worker in full for aforementioned transportation and subsistence costs no later than the halfway point in the work contract. The travel daily subsistence published in the Federal Register will be paid, or more if the employee provides receipts, up to the maximum in the Federal Register. The transportation reimbursement will be based on the most economical and reasonable similar common carrier transportation charges for the travel, up to the worker's actual cost.</p> <p>If the worker completes the period of employment, the employer will provide for pay for the worker's transportation and reasonable subsistence from the place of employment to the place from which the worker came to work for the employer, except if the worker as accepted subsequent employment with another employer who agrees to accept the return transport costs, in which case this employer will pay for transport to the next job.</p> <p>Reimbursement of inbound and return transport costs only applies to persons recruited from outside normal commuting distance. Return transport will not be provided to workers who voluntarily abandon employment before the end of the employment period or who are terminated for cause.</p> <p>El empleador pagará o reembolsará a los trabajadores H-2A los costos incurridos por el trabajador por la visa, el procesamiento, el cruce de fronteras y otras tarifas relacionadas, incluidas las exigidas por el gobierno (excluyendo las tarifas de pasaporte) antes o con el cheque de pago de la primera semana de trabajo. Para los trabajadores que no se desplazan al trabajo, los costos de transporte y las dietas razonables desde el lugar de partida hasta el lugar de trabajo se reembolsarán antes o con el cheque de pago de la primera semana de trabajo en la medida en que esos los gastos reducen las ganancias por debajo del salario mínimo de la FLSA en la primera semana laboral. De conformidad con 20 CFR 655.122(h)(1), el empleador reembolsará al trabajador en su totalidad los costos de transporte y subsistencia antes mencionados a más tardar a la mitad del contrato de trabajo. Se pagarán las viáticos diarios de viaje publicados en el Registro Federal, o más si el empleado presenta recibos, hasta el máximo en el Registro Federal. El reembolso del transporte se basará en los cargos de transporte de transporte común similares más económicos y razonables para el viaje, hasta el costo real del trabajador.</p> <p>Si el trabajador completa el período de empleo, el empleador cubrirá el pago del transporte y la subsistencia razonable del trabajador desde el lugar de empleo hasta el lugar de donde el trabajador vino a trabajar para el empleador, excepto si el trabajador aceptó un empleo posterior con otro empleador que acepta aceptar los costos de transporte de regreso, en cuyo caso este empleador pagará el transporte al próximo trabajo.</p> <p>El reembolso de los costos de transporte de ida y vuelta solo se aplica a las personas contratadas fuera de la distancia normal de viaje al trabajo. No se proporcionará transporte de regreso a los trabajadores que abandonen voluntariamente el empleo antes del final del período de empleo o que sean despedidos por causa.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

g. Job Offer Information 7

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - null
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * El empleador proporcionará transporte en un autobús y una camioneta sin costo para el trabajador desde la vivienda proporcionada por el empleador hasta el lugar de trabajo y de regreso todos los días. Los vehículos y conductores utilizados cumplirán con las leyes locales, estatales y federales aplicables y cumplirán con todos los requisitos de seguridad, licencia y seguro. El uso de este transporte es voluntario; ningún trabajador estará obligado a utilizarlo como condición de empleo. Esto no está disponible para los trabajadores que no residen en nuestra vivienda.			

h. Job Offer Information 8

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - null
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * alimentos, áreas de almacenamiento de alimentos y utensilios, lavabos con agua corriente fría y caliente, asientos adecuados y extintores de incendios con clasificación 10-B.			