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

U.S. Department of Labor
Employment and Training Administration
O.M.B. Approval No. 1205-0134, Expires 09/30/2009

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)

Wafler Farms, Inc. 315-594-2399
10662 Slaght Rd.
Wolcott, NY 14590

Numbers 4,5,6, 7 and 8 for State use only.

4. Industry Code / Código de Industria: 111331

5. Job Order # / No. Orden de Empleo: NY0926035

6. Occupational Title and Code /Titulo Ocupacional y Código: 45-2092.02 General Farmworkers

7. Clearance Order Issue Date / Fecha de Tramite: DEC 0 3 2009

2. Location and Direction to Work Site / Dirección del lugar de trabajo

Route 31 **E** to Route 14, **N** to Route 104, **E** on Route 104 to Huron, **N** on Lasher Rd. continue on Dutch St., **W** on Slaght Rd., farm is on **N** side of Slaght Rd.

(see attachment / para más detalles vea N/A)

8. Job Order Expiration Date / Fecha de vencimiento: 3/15/10

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

Two wood/stick frame houses at 10717 Slaght Rd., Wolcott, NY.

Barracks/Barracas

Number/Numero	Total Capacity/Capacidad Total
2	18

Employer assures the availability of no cost or public housing which meets the full set of applicable standards.
El patron asegure la disponibilidad de la vivienda sin costo alguno y que llena todos los requisitos del estado.

(see attachment / para más detalles vea # 1 & 5)

(If additional space is needed, use separate sheet of paper. / Si necesita mas espacio, utilice documento adicional.)

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: 2/15/10 To / Hasta: 12/15/10

10. No. of Workers Requested / No. de Trabajadores Pedidos: 12

11. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena — Total: 45

Sunday / Domingo	X	Monday / Lunes	8
Tuesday / Martes	8	Wednesday / Miercoles	8
Thursday / Jueves	8	Friday / Viernes	8
Saturday / Sabado	5		

12. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar de:

Employer / El Empleador Yes x No ☐
Local Office/Oficina Local Yes ☐ No x

13. Board Arrangements / Arreglo de Alojamiento

Yes/Si Workers must buy and prepare own meals. / Los trabajadores compraran y prepararan sus propios alimientos.

(see attachment / para más detalles vea # 2)

14. Referral Instructions / Instruciones para el Referimiento de Candidatos

Contact Employer Directly or Nearest One Stop Office/Contactar el Negocio Directamente o la Oficina "One Stop" lo mas Cerca
Paul Wafler 315-594-2399

(see attachment / para más detalles vea # 2 & 4)

15. Job Specifications / Descripción del Trabajo

(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

Manually plant, cultivate, and harvest fruits. Use hand tools, such as shovels, trowels, hoes, tampers, pruning hooks, shears, and knives. Duties may include tilling soil and applying fertilizers; transplanting, weeding, thinning, or pruning crops; applying pesticides; cleaning, packing, and loading harvested products. May construct trellises, repair fences and farm buildings, or participate in irrigation activities. Set up and operate irrigation equipment. Operate tractors, tractor-drawn machinery, and self-propelled machinery to plow, harrow and fertilize soil, or to plant, cultivate, spray and harvest crops. Repair and maintain farm vehicles, implements, and mechanical equipment. Harvest fruits by hand. Apply pesticides, herbicides or fertilizers to crops. Inform farmers or farm managers of crop progress. Identify plants, pests, and weeds to determine the selection and application of pesticides and fertilizers. Clear and maintain irrigation ditches. Record information about crops, such as pesticide use, yields, or costs. Apples injured by bruising during picking shall not exceed 5% (WNY) for fresh and 10% (WNY) for processing as defined in the U.S. standard for grades. Productivity must be at least 60 1 1/8 Bu Bx (67.5 bushels) fresh market and/or 80 1 1/8 Bu Bx (90 bushels) processing fruit per day. Employer will furnish to workers, without cost, all tools and equipment required in the performance of the duties assigned. Workers should report for work with their own suitable work clothing. Field temperatures may range from below 0 to 90+ degrees (F) with possible wet morning conditions. *Workers referred against this order must have a minimum of 1 month experience in performing tasks described in this order.

(see attachment / para más detalles vea # N/A)

C-09327-21090

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciónes (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, ect.)	Deductions / Deducciónes	YES SI	NO	Pay Period Periodo de Pago
General Orchard Work	$9.70	No	No	Social	X		Weekly / Semanal
Trabajo General de Huerto	$9.70	No	No	Federal Tax Impuestos Federales	X		X
Pick Apples, Fresh Piscar Manzanas, Fresca	$8.96	.75	No	State Tax Impuestos Estatales	X		Bi-weekly / cada 2 sem.
Pick Apples, Process Piscar Manzanas, Procesar	$8.96	.575	.025/Bushel	Meals (comidas)		X	
Pick Apples, Drops Piscar Manzanas, Suelos	$8.96	.50	No	Other (specify)/ Otro		X	Other / Otro

More Details About thePay/Más Detalles Sobre el Pago

None/Ninguno

(see attachment / para más detalles vea N/A)

17. Transportation Arrangements / Arreglos de Transportación (Please explain)

(See Attachment/Vea Anexo #3)

(see attachment / para más detalles vea # 3)

18. 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 area de usar Contratistas Agicolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si ☐ No X 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?

19. Unemployment Insurance provided / Seguro por Desempleo: Yes X No ☐

20. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes X No ☐

21. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes X No ☐

22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/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/Ninguno

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

None/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)

N
1 New York State Department of Labor
L One Stop Office nearest to you

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono)

New York State Department of Labor
One Stop Office nearest to you

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos.
Employer's Signature & Title/ Firma y Titulo del Empleador

Susan Wafler - Manager

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents' obligation to reply to these requirements is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. 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 is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, Washington, D.C. 20210.

STATE OF NEW YORK
ORDER NO.

DEPARTMENT OF LABOR

ATTACHMENT #1

Assurances & Requirements

GENERAL:
(a) The terms and conditions of this order shall be no less favorable than those contained in any existing labor contract or agreement by me or my agent for the same type of work. A copy of the Work Agreement and/or Job Order shall be posted in the labor camp and be made available. A copy of the Job Order will be provided to the worker no later than the day on which the worker begins employment. The employer assures that the working conditions of this order comply with the applicable Federal and State employment related laws and agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.

(b) Duly authorized State and Federal representatives (including outreach workers) will be allowed reasonable access to the workers during normal working hours.

(c) Workers hired under this order will be required to show evidence of right to work in the United States.

(d) Workers must be able to demonstrate that they are physically able to perform the work specified in this Job Order.

PESTICIDE TRAINING: The employer is certified in the use and application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Conservation requirements. The employer assures that workers hired under this order who will be handling pesticides will be provided appropriate training.

During temporary periods of time when work specified in the order is not available, the worker may be assigned any combination of the following related tasks: **N/A**

Item #3: Housing beds, bedding and mattresses will be furnished at no cost to the workers. Employer assures that housing will be clean and in compliance with all applicable standards during the occupancy. Workers will be responsible for maintaining housing and surrounding area in a neat and clean manner.

Item #9: (a) Starting Date: The employer may amend the starting date of need by informing the order holding office no later than **1/31/10**. If the employer fails to amend the date of need, the employer shall pay eligible workers referred through the interstate clearance system a minimum rate of the current Adverse Effect Wage Rate (AEWR) for each eight (8) hour work day in the first week on which those workers were present and available for work and no work specified in the Job Order (Item #15) is provided.

(b) Failure of workers referred against this order to notify the local office of their continued interest and/or verify the date of need no sooner than **2/1/10** nor later than **2/8/10** will disqualify the worker from the above assurance.

(c) Ending Date: No extension of employment beyond the period of employment in the Job Order shall relieve the employer from paying wages already earned, transportation/subsistence expenses and bonuses if applicable.

Item #10: Total number of migrant and seasonal farm workers needed: 12

Item #11: Workers are expected to work at least the number of days and hours specified on the Job Order. However, depending on weather, crop or other conditions, workers may be requested, but not required, to work up to seven days per week and/or on their Sabbath and up to **12** hours per day.

ATTACHMENT #2

Item #12: Collect calls are accepted only from officials of New York State Department of Labor offices.

Item #13: (a) Employer **will not** provide three meals per day and will deduct $ **N/A** per day.
(b) Employer **will** furnish free dishes, cooking utensils and convenient kitchen/cooking facilities.
(c) Employer **will** provide transportation to assure workers access to stores where they can purchase groceries, other incidentals and/or medical necessities.

Item #14: In order to assure the most effective referral and placement of workers, all referrals should be made during normal business hours.

In addition, if the person designated as the contact person on the Summary of Employment Conditions sheet attached to this order is not available, for an extended period of time, there will be someone available at the farm to effectuate referrals.

Item #16: (a) An hourly rate of not less than the Federal or State Minimum Wage, the Adverse Effect Wage Rate (AEWR), the prevailing hourly rate or the employers hourly rate, whichever is higher is guaranteed to the worker for the period of employment (Item #9). In the event DOL promulgates a new AEWR during the recruitment or work contract period that applies to this order, the employer agrees to pay all workers employed in the 2010 season at the 2010 AEWR when it is established.

(b) If a piece rate is offered on the Job Order, the work at the piece rate will be guaranteed to the workers for the stated period of employment unless crop activity is such that the piece rate will not realize the workers an hourly equivalent of at least the current AEWR, in which case the worker will be paid the equivalent of an hourly rate of not less than the AEWR, the Federal or State minimum rate, the prevailing hourly rate or the employers hourly rate, whichever is highest.

(c) The employer will make the following deductions: (1) FICA and (2) Federal/State tax withholdings.

(d) Employer will maintain adequate payroll records. Workers will be paid weekly on **Friday** for work through **Wednesday.** A written statement showing (1) employers full name and address, (2) worker's social security number, (3) total hours offered and total hours actually worked or total number of units, if piece rate, (4) total earnings for the pay period, and (5) deductions will be furnished the worker each pay day. (See Attachment #4, Item #4 for payday/workweek applicable to this order).

(e) The employer guarantees to offer employment for a minimum of three-fourths of the workdays of the total specified period during which the job order, and all extensions thereof, are in effect. This guarantee begins with the first workday after the worker's arrival at the place of employment and ends on the date specified on the job order or extensions thereof. Workers will not be required to work more than eight hours per day, on their Sabbath or Federal holidays to meet this guarantee. The worker's average hourly earnings will be used under this guarantee where wages are paid on a piece rate basis.

(f) Workers with school age children who have migrated with such children and who depart in time to return home for the beginning of the school year shall be paid, in addition to the basic wages, any bonus or other incentive payments or other expenses to which they would be entitled had they stayed the entire job order period.

(g) The employer may terminate workers' employment hereunder at any time with **notification to the local Department of Labor Office** for any of the following reasons:

(1) Refusing, without just cause, to perform the duties for which the worker was recruited and hired.

(2) Committing a serious act of misconduct or breach of discipline.

(3) Failure to reach productivity standards, if applicable. (ETA 790, Item #15)

(4) Job Abandonment- being absent for more than one (1) work day, as shown in Item 11, without prior notification to the employer.

When worker is terminated under any of these provisions, or if the worker voluntarily terminates his employment, the employer shall not be liable for the three-fourths guarantee.

Item #17: Employer agrees to reimburse inbound transportation and subsistence expenses (subsistence no less than $9.90 per day without receipts and up to $39.00 per day maximum with receipts) to each worker, or any person, government agency or private organization which, on behalf of the worker has paid or advanced such transportation and subsistence expenses, from the residence, place of last employment or place of recruitment to the job site after the worker has completed 50% of the stipulated period of employment, from initial date of need or from the day after actual arrival of worker if later than the stated date to report.

(b) The employer assures, that, the employer will bear and pay transportation related expenses either directly to the provider of travel or indirectly to reimburse the worker so that the workers weekly pay is not diminished below the applicable Federal minimum wage required by Section 6 of the Fair Labor Standards Act, 29 USC 201.

(c) Employer will provide or pay the cost of return transportation and subsistence to each worker who completes the employment period, or who is terminated for medical reasons, or as the result of an Act of God, in route from place of employment to place of recruitment, except when the worker is not returning to his place of recruitment and had subsequent employment with an employer who will bear transportation expenses.

(d) Employer will not be responsible for providing return cost of transportation and subsistence in route from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause.

(e) The amount of transportation payment will be equal to the most economical and reasonable similar common carrier charges for the distance involved. All transportation provided by the employer will be by common carrier of other transportation facilities which conform to the applicable regulations of the Interstate Commerce Commission or the United States Department of Labor. If requested by the worker, the employer will assist in making transportation arrangements.

(f) Employer will provide transportation, at no cost to the worker, from the employer provided housing to the actual work site and return at the end of the day.

Item #18: (a) Employer will not accept crew leaders as workers who are currently acting in violation of the Migrant and Seasonal Worker Protection Act (MSPA).

(b) Employer will negotiate any and all crew leader fees directly with the crew leader.

(c) Crew Leaders anticipating employment in New York State will be required to register with the New York State Department of Labor and pay a $200.00 crew leader registration fee in addition to any other fees that may be applicable.

STATE OF NEW YORK
ORDER NO.

DEPARTMENT OF LABOR

ATTACHMENT #4

SUMMARY OF EMPLOYMENT CONDITIONS

1. Employer: **Wafler Farms, Inc.**

2. Referral Instructions: Contact Closest One Stop or Paul Wafler, 315-594-2399

3. Crop/Activity/Wage Information:

Crop/Activity	Piece Rate	Production Unit (1)	Hourly Wage
Apples/Harvest Fresh	**.75 per Bushel**	**67.5 bushels/day**	**$ 8.96**
Apples/Harvest Process	**.575 per Bushel (2)**	**90 bushels/day**	**$ 8.96**
Apples/Drops	**.50 per Bushel**	**N/A**	**$ 8.96**
General Orchard Work	**N/A**	**N/A**	**$ 9.70**

(1) Minimum Productivity Standards. 67.5 Bushels = 60 1 1/8 Bu Bx, 90 Bushels = 80 1 1/8 Bu Bx
(2) Plus .025 Bonus Per Bushel

4. Workers will be paid weekly on **Friday** for work through **Wednesday**.

5. Workers are required to be covered by Workers Compensation.
   Compensation Carrier: NYS Insurance Fund Policy # 406 159-4
   Policy holder/address: Wafler Farms, Inc.
   10662 Slaght Rd., Wolcott, NY 14590
   Person to be notified of injury w/phone number: Paul Wafler, 315-594-2399
   Deadline for notification: **Immediately, but no later than 30 days from date of injury.**

6. Workers will not be covered by disability benefits.

7. Work performed under this order will be covered by Unemployment Insurance.

8. The employer will not pay overtime.

9. (a) Employer will not provide three meals per day and will deduct $ **N/A** per day.
   (b) Employer will furnish free dishes, cooking utensils and convenient kitchen/cooking facilities.
   (c) Employer will provide transportation to assure workers access to stores where they can purchase groceries, other incidentals and/or medical necessities.

10. **DEDUCTIONS FROM WAGES:**

Type:	Amount:
Social Security	$ As Required
Federal/State Withholding Tax	$ As Required

11. **NOTES TO WORKER:** (See Item #24 of ETA 790) A copy of the full job order is available to inspect at the order holding office. Employer guarantees the first week's wages unless this Department of Labor Office is notified of a later starting date by **1/31/10**. To be eligible for this guarantee you must contact this office between **2/1/10** and **2/8/10** at:

NYS Department of Labor
1519 Nye Road, Suite 601
Lyons, NY 14489
315-946-7270
(Any Department of Labor Office will assist in doing this.)

12. Alternate work tasks to be performed, and pay during first week in case of crop delay: **N/A**

STATE OF NEW YORK
ORDER NO.

DEPARTMENT OF LABOR

ATTACHMENT #5

REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER: **Wafler Farms, Inc.**

LOCATION AND DESCRIPTION OF HOUSING:

10717 Slaght Rd., Wolcott, NY, two wood/stick frame houses.

I hereby request conditional access into the intrastate/interstate clearance system so that my clearance order can be transmitted to labor supply states in a timely manner for the recruitment of agricultural workers.

As a condition of placing my order into clearance, I assure that such housing will be in full compliance with the requirements of the U.S. Department of Labor and Part 15 of the New York State Sanitary Code for Migrant Labor Camps by **1/10/10** which is 35 days prior to date of need.

Representatives from the New York State Department of Labor, New York State Health Department and/or U.S. Department of Labor are invited to inspect such housing at any reasonable time to verify its condition.

Susan Wafler — 11-18-09

EMPLOYER'S SIGNATURE — **DATE**