

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

U.S. Department of Labor  
 Employment and Training Administration  
 OMB Approval No. 1205-0134, Expires 10/31/2009

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)  
 153AA Greenhouses, Inc. dba Kelly's Greenhouses - 6797 Route 209 - Kerhonkson NY 12446. 845-647-5338.

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

4. Industry Code/Código de Indust **1114**  
 5. Job Order #/No. Orden de Empleo  
**N40926582**  
 6. Occupational Title and Code / Título Ocupacional y Código  
**Agricultural Workers, not listed Sep.**  
 7. Clearance Order Issue Date / Fecha de Trámite **DEC 06 2009**

2. Location and Direction to Work Site/Dirección del lugar de trabajo  
 Ulster County - NY: 1.3 miles south of Route 44/55 and Route 209 @ same address as above.

8. Job Order Expiration Date / Fecha de vencimiento  
**3/10/2010**

9. Anticipated Period of Employment / Periodo Anticipado de Empleo  
 From/ Desde: 02/10/2010 To/Hasta: 06/30/2010

(If additional space is needed, use separate sheet of paper)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda  
 From NYC: Take 87 North to Exit 16. Take Route 17 west to Exit 113. Take Route 209 North 16.2 miles to 7007 Rt 209 in Wawarsing NY 12489 - Rental Apartment

10. No. of Worker's Requested / No. de Trabajadores Pedidos: 2

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40  
 Sunday / Domingo \_\_\_\_\_ Monday / Lunes x  
 Tuesday / Martes x Wednesday / Miércoles x  
 Thursday / Jueves x Friday / Viernes x  
 Saturday / Sábado \_\_\_\_\_

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

12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de:  
 Employer / El Empleador Yes  No   
 Local Office / La Oficina Local Yes  No

13. Board Arrangements / Arreglo de Alojamiento: EMPLOYER WILL FURNISH FREE & CONVENIENT COOKING & KITCHEN FACILITIES SO WORKERS CAN PREPARE THEIR OWN MEALS OR FURNISH MEALS. EMPLOYER WILL ALSO PROVIDE TRANSPORTATION AT LEAST ONCE EACH WEEK AT NO COST TO WORKERS TO ASSURE THEY HAVE ACCESS TO STORES.

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos: REFERRALS OF INDIVIDUALS SHALL BE MADE THROUGH DEPARTMENT FOR EMPLOYMENT SERVICES (DES), IN ORDER TO ASCERTAIN EMPLOYMENT INFORMATION. EMPLOYER WILL ACCEPT REFERRALS WHO MAY APPLY DIRECT OR REFERRED FROM ANY OTHER SOURCE. JOB SEEKER WILL BE INFORMED OF TERMS AND CONDITIONS OF THE JOB BY INFORMATION CONTAINED IN THE STATE JOB ORDER. CONTACT Dennis Kelly @ 845-647-5338

15. Job Specifications / Descripción del Trabajo:  
 Job starts 02/10/2010. Will perform any of the following in a greenhouse operation for vegetables/fruits/flowering annuals, such as fill flats with potting soil, transplant plants, haul topsoil, work with planter, waterers etc. May load and unload trucks. Will also work in the fields, weeding, harvesting, and thinning vegetables/fruits/other crops. May drive tractors and other farm equip. Must have 3 months experience in above.  
 (El trabajo comienza 2/10/2010. Realizará el siguiente un de los en una operación del invernadero, tal como planos del terraplén con el suelo de rellenado, las plantas del trasplante, la tierra vegetal del transporte, el trabajo con el plantador, la carga de los waterers etc. mayo y descargará los carros. Trabjará en los campos, weeding, cosecha, enrareciendo el & de los vehiculos; otras cosechas. Los tractores de la impulsión de mayo y la otra granja equipan. Trabjará al aire libre en todos los tipos de tiempo. Debe tener tres meses de experiencia)

(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)

**16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)**

Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES / SI	NO	Pay Period / Periodo de Pago
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
Greenhouse Work	\$9.47	\$		Social Security / Seguro Social	X		Weekly / Semanal X
Vegetables/Fruits/Flowering Annuals	\$9.47	\$		Federal Tax Impuestos Federales	X		X
General Farm Labor/Maintenance	\$9.47	\$		State Tax Impuestos Estatales	X		Bi-weekly / cada 2 semanas
	\$	\$		Meals / Comidas		X	
	\$	\$		Other (specify)/ Otro	X		Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago: Prevailing wage rate for State or Adverse Effect Wage Rate (AEWR) whichever is higher is guaranteed as minimum for all work contained in this order. Employer will make following deductions: taxes applicable under Federal, State and Local laws; advance (x) meals ( ); (x); Employer will furnish worker, on or before each payday, written statements showing, at a minimum, hours actually worked, total earnings and all deductions for pay period. Statements will comply with 20 CFR 655.102(b)(6). (If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

17. Transportation Arrangements / Arreglos de Transportación: A. Employer will not advance transportation and subsistence costs to workers for transportation to place of employment. B. This subparagraph applies only to workers for whom employer

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

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 área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(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 por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes  No

20. Workers' compensation insurance provided? Indemnización por accidente de trabajo: Yes  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  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") None  
Enumere toda huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radica la Oferta (incluya numero de teléfono)  
New York State Dept. of Labor @ One Stop Office nearest you

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de teléfono)  
H2A Rep - @ One Stop Office nearest 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.  
Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.  
SEASONAL HANDS LLC C/O Mayra Diaz Ballard  
Employer's Signature & Title/ Firma y Título del Empleador *Mayra Diaz Ballard for Kelly Greenhouse* 11/30/2009

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 truthfulness 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.

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 3  
ORDER NO. NY**

**Item # 7-** (a) Employer will not accept referrals of crew leaders 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 \$100.00 crew leader registration fee in addition to any other fees that may be applicable.

**Item # 8** – Total number of migrant and seasonal farm workers needed:   2  

**Item # 9-(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 # 5). In the event DOL promulgates a new AEWR during the recruitment or work contract period, the employer agrees to pay all workers employed in the 2010 season at \$9.47 per hour.

(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 adverse effect wage rate (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 (2) Federal/State tax withholdings (3) other (specify). (4) cash advances ( as required) (5) commissary meals, if provided and to the extent permissible under Federal and State wage requirements and (6) voluntary deductions evidenced by written authorization signed by the worker.

(d) Employer will maintain adequate payroll records. Workers will be paid weekly on Monday for work through previous Friday. The first week wage guarantee is \$378.80, which is 40 hours multiplied by \$9.47/hr. 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 to the worker each pay day. (See attachment no. 6 Item # 4 for payday/workweek applicable to this order).

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 4  
ORDER NO. NY**

(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 Dept. 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. (See Attachment 1 Item #11)

(4) Job Abandonment- being absent for more than one (1) work day, as shown in Item 10, 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 # 10 - 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 six days per week and/or on their Sabbath and up to 12 hours per day.

ITEM # 13 - (a) Employer will not provide three meals per day and will deduct \$ per day. (Deductions will not depress the minimum wage).

(b) Employer will furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.

(c) Employer will provide transportation to assure workers access to stores where they can purchase groceries and/or other incidentals and/or medical necessities.

Item #14- 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.

STATE OF NEW YORK  
DEPARTMENT OF LABOR

ATTACHMENT NO. 7  
ORDER NO. NY

**REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM**

NAME OF EMPLOYER: 153AA Greenhouses, Inc. dba Kelly's Greenhouses

LOCATION AND DESCRIPTION OF HOUSING:  
From NYC: Take 87 North to Exit 16. Take Rt 17 west to Exit 113. Take Rt 209 North 16.2 miles to 7007 Rt 209 in Warwarsing NY 12489. - Rental Apartment

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 \_\_\_\_\_ (date) which is 30 days prior to occupancy.

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.

Dennis J. Kelly  
EMPLOYER'S SIGNATURE

11/04/2009  
DATE

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**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO 1  
ORDER NO. NY**

**Item # 11,** 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 25 degrees to 95 degrees with possible wet morning conditions.

Approximate dates various tasks will be performed. Exact dates depend on weather, growing and crop conditions: February 10, 2010----June 30, 2010

TRAINING: N/A

**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: (Specify tasks) Dates of Activity for crop activities: (for 2 or more crops)

<b>Crop/Activity</b>	<b>Dates of Activity</b>	<b>Tasks</b>
Greenhouse Work	02/10/10 to 06/30/10	Greenhouse Work
Vegetables /Fruits	02/10/10 to 06/30/10	Transplanting
General Farm Labor/ Maintenance	02/10/10 to 06/30/10	Watering, transplanting, maintenance

Flowering Annuals                      02/10/10. to 06/30/10                      Same as above

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO 2  
ORDER NO.NY**

**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.

ITEM # 5- (a) Starting Date: The employer may amend the starting date of need by informing the order holding office no later than 02/01/10. 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 #11) is provided.

(a)(i) 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 02/02/10 nor later than 02/09/10 will disqualify the worker from the above assurance.

(b) 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.

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 5  
ORDER NO. NY**

Item # 15- 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 – Collect calls will be accepted only from officials of Employment Service Offices.

Item # 17- Employer agrees to reimburse inbound transportation and subsistence expenses 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, enroute 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. Employer agrees to reimburse workers who are unable to provide receipts for their transportation expenses a minimum of ~~\$59.90~~ \$9.90 per day and a maximum of ~~\$39.00~~ \$39.00 per day with receipts.

(d) Employer will not be responsible for providing return cost of transportation and subsistence enroute 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 or 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.

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 6  
ORDER NO. NY**

**SUMMARY OF EMPLOYMENT CONDITIONS**

1. Employer: KELLY'S GREENHOUSES—6797 Rte. 209 Kerhonkson NY 12446  
845-647-5338
2. Referral instructions: Call Contact person: Dennis J Kelly

3. Crop/Activity/Wage Information:

Crop/Activity	Piece Rate	Production Unit(1)	Hourly Wage (2)
Greenhouse Work			\$9.47
Vegetables /Fruits			\$9.47
General Farm Labor/			\$9.47
Maintenance			\$9.47
Flowering Annuals			\$9.47

1. Minimum Productivity Standards:
2. Employer agrees to pay all workers employed in the 2010 season at the 2010 AEWR when it is established.
4. Workers will be paid weekly on Monday for work through the previous Friday .
5. Workers will be covered by Workers Compensation: Yes  No  
Compensation Carrier: NY State Insurance Fund Policy #: Z1060454-4  
  
Policy holder/address: 6797 Route 209 Kerhonkson NY 12446  
  
Person to notify of injury w/phone no. Same as #1 top of page
- Deadline for notification: **Immediately, but no later than 30 days from date of injury.**
6. Workers will 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 \$ per day. (Deductions will not depress the minimum wage).
- (b) Employer will furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.
- (c) Employer will provide transportation to assure workers access to stores where they can purchase groceries and/or other incidentals and/or medical necessities.

**STATE OF NEW YORK  
DEPARTMENT OF LABOR**

**ATTACHMENT NO. 6(con't)  
ORDER NO. NY**

**SUMMARY OF EMPLOYMENT CONDITIONS**

**10. DEDUCTIONS FROM WAGES:**

Type:	Amount:
Social Security	\$ As Required
Federal/State Withholding Tax	\$ As Required
Meals	\$ N/A
Other	\$ As requested/agreed

**11. NOTES TO WORKER (See Item <sup>24</sup>19 of ETA 790)**

A copy of the full job order is available for inspection at the order holding office. The employer has guaranteed your first week wages unless he notifies this Department of Labor Office of a later starting date by

In order for you to be eligible for this guarantee, you must contact the Dept. of Labor Office during the period of      and      at:

NYS Dept. of Labor

Any Department of Labor Job Service Office will assist you in doing this.

**12. Alternate work tasks to be performed, and pay during first week in case of crop delay:  
General Farm Maintenance**