

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) / Nombre y Dirección del Empleador (Numero, calle, ciudad, código postal y teléfono)
M. KENESTON - 20 Marie Heights - POB 305 - West Sand Lake NY 12196. 518-674-8161

2. Location and Direction to Work Site / Dirección del lugar de trabajo
From Albany Intl Airport head northwest on Airport Access Rd/Albany Intl Airport toward Hockey Lane. Turn left at Albany Shaker Rd/County Rt 151; right to merge onto I-87S. Take exit toward I-90E. Take exit 1E on left to merge onto I-90E toward Albany/Boston. Take Exit 8 toward St Hwy 43 and merge onto Rt 43. Turn left at Rt 150; left at Wildwood Heights; left at Avon Court; right at Valley Drive; left at Marie Heights to #20.

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

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
Take Ext 1 off I-87 to I-90E. Take exit 8 of I-90 toward SR 43 and merge onto Rt 43. Turn left at Birch Drive. Turn right at 6 Birch Drive. Apartment House

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

4. Industry Code / Código de Industria
112
DEC 29 2009

5. Job Order #/No. Orden de Empleo
NAT'L PROC. CTR-CHICAGO NY0928334

6. Occupational Title and Code / Título Ocupacional y Código
45209300 Farmworker, Farm

7. Clearance Order Issue Date / Fecha de Tramite
JAN 05 2009 Ranch Animals

8. Job Order Expiration Date / Fecha de vencimiento
3/22/2010

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 02/22/2010 To/Hasta: 11/20/2010

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

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 _____

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: Kathleen Trombley @ 518-674-8161

15. Job Specifications / Descripción del Trabajo:
Performs any combination of the following tasks to attend to livestock such as cattle, sheep, swine, goats and horses on farm or ranch. Mixes feed and additives, fills feed troughs with feed and waters livestock. Takes stock to pasture for grazing. Examines animals to detect diseases and injuries
Realiza cualquier combinación de las tareas siguientes de atender al ganado tal como ovejas, cerdos, cabras y caballos en granja o rancho. Las mezclas alimentan y los añadidos, canales de alimentación de los terraplenes con la alimentación y riegan el ganado. Las tomas almacenan para pastar. Examina animales para detectar enfermedades y lesiones.

(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)

C-09356-21566

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			
Horse Farm	\$8.11 10.310	\$		Social Security / Seguro Social	X		Weekly / Semanal X
	\$	\$		Federal Tax Impuestos Federales	X		
AD PROCESSING CENTER AD ON 12/23/09	\$	\$		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 & Local laws; advance (x) meals (); Employer will furnish worker, on or before each payday, written statement(s) showing, at a minimum, hours actually worked, total earnings and all deductions for pay period. Statements will comply with 20 CFR 655.102(b)(8). (If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

17. Transportation Arrangements / Arreglos de Transportacion: 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 is legally obligated to supply housing.
(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 Jeff. Kennerston 12/18/2009

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.

Public Burden Statement
Public reporting burden for the ETA Form 780 is estimated to be approximately 60 minutes per response, including time for reviewing instructions.

**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 22, 2010 to November 20, 2010

TRAINING:

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.

Job Specifications (Cont) Mixes feed and additives, fills feed troughs with feed and waters livestock. Takes stock to pasture for grazing. Examines animals to detect diseases and injuries. Vaccinates animals by placing vaccine in drinking water or feed or using syringes and hypodermic needles. Applies medications to cuts and bruises, sprays with insecticide, and herds them into insecticide bath. Confines livestock in stalls; prepares them for birthing, and/or assists in delivery of offspring. May wash, brush, trim and/or curry to improve appearance. May also exercise animals. Cleans livestock stalls and replace bedding; clean sheds or stalls using disinfectant solutions, brushes, and shovels. Grooms, clips, and trims animals for exhibition. May maintain ranch buildings and equipment. May plant, cultivate and harvest feed grain or hay for stock. Unloads and stores feed and supplies as needed for stock..

Las mezclas alimentan y los añadidos, canales de alimentación de los terraplenes con la alimentación y riegan el ganado. Las tomas almacenan para pastar. Examina animales para detectar enfermedades y lesiones. Vacuna animales colocando la vacuna en agua potable o la alimentación o usando las jeringuillas y las agujas hipodérmicas. Aplica medicaciones a los cortes y las contusiones, aerosoles con el insecticida, y las reúne en baño del insecticida. Confina el ganado en establos. las prepara para la natalidad, y/o asiste a la entrega del descendiente. Colada, cepillo, ajuste y/o curry de mayo para mejorar aspecto. Puede también ejercitar animales. Limpia establos del ganado y substituye lecho; limpie las vertientes o las establos usando soluciones, cepillos, y palas desinfectantes. Novios, clips, y animales de los ajustes para la exposición. Puede mantener edificios y el equipo del rancho. Puede plantar y cultivar y el grano o el heno para alimentación de los caballos.. Descarga y guarda en almacen los alimentos y provisiones según lo necesitado.

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)

Crop/Activity	Dates of Activity	Tasks
Farmworker	02/22/10 to 11/20/10	General Farm Work

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 02/07/2010. 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 02/08/10 nor later than 02/15 will disqualify the worker from the above assurance. 2010

(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.

ETA 790A

**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: 7

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 the \$ 8.11 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 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 Friday for work through previous Thursday. 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).

ETA 790A

**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 no 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. Workers must have at least six months verifiable experience. Workers will be asked to submit to random drug testing.

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.

Diversified Crop

**STATE OF NEW YORK
DEPARTMENT OF LABOR**

**ETA 790A
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.

(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**

ETA 790A
**ATTACHMENT NO. 6
ORDER NO. NY**

SUMMARY OF EMPLOYMENT CONDITIONS

- 1. Employer: **M. Keneston Corporation**
- 2. Referral instructions: Call (518) 674-8161 Contact Person: Kathleen Trombley

3. Crop/Activity/Wage Information:

Crop/Activity	Piece Rate	Production Unit(1)	Hourly Wage (2)
Horse Farm Worker			\$9.11 / hour
			10.36

- 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 Friday or work through the previous Thursday.

5. Workers will be covered by Workers Compensation: Yes No

Compensation Carrier: Wesco Insurance Company Policy #: WWC3002981

Policy holder/address: M. Keneston Corp., P.O. Box 305, West Sand Lake, NY 12196

Person to notify of injury w/phone no. Millard Keneston, (518) 365-6400

Deadline for notification: **Immediately, but no later than 30 days from date of injury.**

6. Workers will be covered by disability benefits: YES

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

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.

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 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 Labor

REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER: M. Keneston Corporation

LOCATION AND DESCRIPTION OF HOUSING: Two - two bedroom apartments at 6 Birch Drive, W. Sand Lake, NY.

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 1/22/10 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.


EMPLOYER'S SIGNATURE

8/14/09
DATE

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