

Agriculture 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 08/31/2009

| | | | | | | | | | | | | | | | | | |
|---|---|--|----------------|---|---------------------|---|--------------|---|-----------------|----------------|---|----------------|--|--|-----------------|--|--|
| 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) NOVEL CONTRACTING INC. db/a THE OLD FIELD VINEYARDS 59600 MAIN ROAD SOUTHOLD, NY 11971 (631) 765-0004 | Industry Code /Código de Industria 111332 | Job Ord.# /No. Orden de Empleo NX.0929425 | | | | | | | | | | | | | | | |
| | Occupational Title and Code/Título Ocupacional y Código General Farmworker 45209202 | | | | | | | | | | | | | | | | |
| 2. Location and Direction to Work Site/ Dirección del lugar de trabajo 59600 MAIN ROAD (S.R.#25) SOUTHOLD NY 11971 TAKE L.I. EXPRWY TO EXIT 73. GO EAST ON C.R.#58 TILL IT BECOMES S.R.#25 (APPROX. 5mi). TAKE S.R.#25 EAST FOR 15 miles. TO SOUTHOLD. CROSS YOUNGS AVENUE ON S.R.#25, GO 1.0 mile EAST TO 59600 MAIN ROAD. | Clearance Order Issue Date/ Fecha de Tramite FEB 04 2010 | Job Order Expiration Date/ Fecha de expiración 4/2/2010 | | | | | | | | | | | | | | | |
| | 6. Anticipated Period of Employment/Periodo de Empleo From/Desde: MARCH 2, 2010 To/hasta: DECEMBER 31, 2010 | | | | | | | | | | | | | | | | |
| 3. Location and Description of Housing/ Dirección y Descripción de la Vivienda 59600 MAIN ROAD, SOUTHOLD, NY 11971 2-1/2 STOREY FRAME HOUSE WITH LIVING ROOM, DINING ROOM, KITCHEN, LAUNDARY, BEDROOMS, AND BATHROOMS | 7. No of Workers Requested/ No. de Trabajadores Pedidos 1 | 8. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana Total: 48 | | | | | | | | | | | | | | | |
| | <table border="0"> <tr> <td>Sunday/Domingo</td> <td>7</td> <td>Wednesday/Miércoles</td> <td rowspan="5" style="writing-mode: vertical-rl; text-orientation: mixed;">7</td> </tr> <tr> <td>Monday/Lunes</td> <td>7</td> <td>Thursday/Jueves</td> </tr> <tr> <td>Tuesday/Martes</td> <td>7</td> <td>Friday/Viernes</td> </tr> <tr> <td></td> <td></td> <td>Saturday/Sábado</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table> | | Sunday/Domingo | 7 | Wednesday/Miércoles | 7 | Monday/Lunes | 7 | Thursday/Jueves | Tuesday/Martes | 7 | Friday/Viernes | | | Saturday/Sábado | | |
| Sunday/Domingo | 7 | Wednesday/Miércoles | 7 | | | | | | | | | | | | | | |
| Monday/Lunes | 7 | Thursday/Jueves | | | | | | | | | | | | | | | |
| Tuesday/Martes | 7 | Friday/Viernes | | | | | | | | | | | | | | | |
| | | Saturday/Sábado | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| 9. Collect Calls Accepted /Se Aceptan Llamadas a Cobrar: Employer/ El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office/ Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | |
| 4. Board Arrangements / Arregio de Alojamiento HOUSING INCLUDES A FULLY-FOUNDED KITCHEN WITH STOVE, REFRIGERATOR, SINK, COOKING UTENSILS, DISHES, FLATWARE, MICROWAVE, ETC. EMPLOYER PROVIDES TRANSPORTATION FROM HOUSING TO GROCERY AND OTHER STORES AS NEEDED. | | | | | | | | | | | | | | | | | |
| 5. Referral Instructions / Instrucciones para el Referimiento de Candidatos CONTACT: NYS DOL, or directly employer Chris Baiz at (631)765-0004 | | | | | | | | | | | | | | | | | |
| 10. Job Specifications/ Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] GRAPE VINE PRUNING, TYING VINES TO FRUITING WIRE, VINE TRELLIS MAINTENANCE AND REPAIR, EARLY SPRING DISBUDDING OF VINES, SUCKERING VINE TRUNKS, LEADING TRELLIS CATCH WIRES, NEW GROWTH SHOOT POSITIONING REMOVAL OF EXCESS VINE SHOOTS, RAISING CATCH WIRES ON TRELLIS, PLANT NEW VINES AS NEEDED INSTALL BLUE TUBES ON NEW VINES, GRAPE LEAF REMOVAL AROUND FRUITING ZONE INSTALL BIRD NETTING FOR PROTECTION OF GRAPE FRUIT, FRUIT CLUSTER THINNING, HAND HARVEST FRUIT, REMOVE BIRD NETTING AND STORE, FALL CLEANUP AND WINTER PRUNING. | | | | | | | | | | | | | | | | | |
| 10a. Descripción del Trabajo Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] LIVA PARRA LAS PARRAS PODE ATE A FRUCTIFIQUE TELEGRAFIE, PARRA ENREJADO, MANTENIMIENTO REMIENDE NAZCA TEMPRANO, LAS PARRAS DISBUDDING, SUCKERING PARRA LAS PANTALONETAS ENREJADO BAJISTA RETENGA LOS ALAMBRES, PLANTA LAS PARRAS NUEVAS INSTALE LOS TUBES AZULES TAN NECESARIO, NUNDO PARRA LVA HOJA REMOCION ZONA FRUCTIFIQUE, INSTALE QUE FRUCTIFIQUE PASARO RED LVA PROTECCION FRUCTIFIQUE, RACIMO COSECHA ADELGADE PASAR FRUCTIFIQUE, QUITE PASARO RED Y TIENDA, LIMPIADURA OTONO Y WINTERIZING, DICIEMBRE TALADOR. | | | | | | | | | | | | | | | | | |

| 11. Wage Rates, Special Pay Information and Deductions/ Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (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/ Deducciones | Yes | No | Pay Period Periodo de Pago |
| | | | | | | | | |
| WINEGRAPES / UIVAS | \$ 8.68 | | | | FICA | X | | Weekly/ Semanal X |
| | | | | | Federal Tax | X | | |
| | | | | | State Tax | X | | Bi-Weekly/ Cada 2 sem. |
| | | | | | Meals (comidas) | | X | |
| | | | | | Other (specify) Otro (especifique) | | X | Other/Otro |

More Details About the Pay/ Más Detalles Sobre el Pago

WORKER TO BE PAID EVERY FRIDAY FOR WORK COMPLETED THROUGH THAT FRIDAY.

12. Transportation Arrangements/ Arreglos de Transportación (Please explain) (Por favor explique)

THE EMPLOYER WILL REIMBURSE WORKER FOR TRANSPORTATION EXPENSES IN FULL AND PAY FOR SUBSISTENCE EXPENSES OF A MINIMUM OF \$9.90 PER DAY WITHOUT RECEIPTS AND UP TO \$39.00 PER DAY WITH RECEIPTS.

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house or pay workers for this (these) crop activity (ies)? Es la costumbre en el area de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s) sembrado (s)?

Yes No If you have checked yes, what is the FLC wage for each activity? Si contesto "SI", cuál es el salario que la paga el Contratista Agrícola para cada actividad

14. Unemployment Insurance Provided/Seguro por Desempleo:

15. Workers' Compensation insurance provided/Indemnización por accidente de trabajo:

| | | | |
|-----|---|----|--|
| Yes | X | No | |
| Yes | X | No | |
| Yes | X | No | |

16. Are tools provided at no charge to the workers? ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno?

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

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

NONE

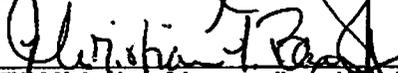
19. Address of Order Holding Office (include Telephone number) Dirección donde se Radicó

N
Y
D
New York State Department of Labor
One Stop Office nearest to you 9

20. Name of Local Office Representative (include direct dial telephone number) /Nombre del Representante de la Oficina Local (incluya de teléfono)

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

Employer's Signature & Title/Firma y Título del Empleador

 VICE PRESIDENT

READ CAREFULLY: In view of the statutorily established basic function of the employment service as a no-fee labor exchange, that is, as a forum for bringing together employers and job 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. Or 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.

LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente, el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60minutes per response. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Act of 1995, OMB Control No. 1205-0134).

New York State Department of Labor
FORM ETA 790
Attachment 1

Job Order Number _____

A, CLARIFICATION OF ITEMS ON FORM ETA 790

Item 3: Housing

- a. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.
- b. Housing beds, bedding and mattresses will be furnished at no cost to the workers.
- c. Housing will be clean and meet the applicable Federal and State housing standards.
- d. Workers will be responsible for maintaining housing and surrounding areas in a neat, clean manner.

Item 4: Board Arrangements

- a. Employer will will not provide three meals per day and will deduct \$~ 0~ per day. Employer will will not furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.
- b. Employer will will not provide transportation to assure workers access to stores where they can purchase groceries and/or other incidentals and/or medical necessities.

Item 10: Job Specifications

- a. Workers must be able to demonstrate that they are physically able to perform the work as described.
- b. Employer may terminate worker with notification to the New York State Department of Labor, if the worker:
 - 1) refuses, without just cause, to perform work for which the worker was recruited and hired;
 - 2) commits serious acts of misconduct; or
 - 3) fails, after completing any training or break-in period, to reach production standards.
- c. The employer will provide 1 days of training and/or allow 6 days of work for worker to reach production standards if applicable.
- d. Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to:

Item 11: Wage Rates, Special Pay Information and Deductions

- a. If piece-rate earnings for total hours of work at a piece-rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum wage rate.
- b. In New York State, the only deductions that can be taken from worker pay are:
1. Those required by law, such as social security, income tax, and garnishment of wages,
 2. Those that benefit workers and are authorized in writing, such as life insurance or a savings account.
- Any other deduction is illegal. This includes deductions:
- (or deposits) for tools, boots, raincoats, or uniforms necessary for the job;
 - As fines or penalties for being late, misconduct, or quitting without giving notice;
 - For cash shortages;
 - For spoilage or breakage; or
 - For damages or losses of any kind.
- c. The employer guarantees to offer employment for a minimum of $\frac{3}{4}$ of the hours in the workdays during the period of the contract, and all extensions thereof. 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. In Act of God terminations, the $\frac{3}{4}$ guarantee period ends on the date of termination. Workers will not be required to work more than the number of hours specified in the job order for a workday or 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. Workers who are terminated for cause or who voluntarily abandon their job are not entitled to this guarantee.
- d. 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.
- e. The employer will provide workers referred through the interstate clearance system ~~42~~ 42 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 business days before the date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$~~42~~ 450.24 for the first week starting with the originally anticipated date of need. If worker referred fails to notify the NYS Department of Labor (preferably the order-holding office) of continued interest in the job at least 5 days before date of need, worker will be disqualified from this assurance. Employer will ___ will not require worker to perform alternative work if the guarantee cited in this section is invoked.

Alternative work:

- f. Employer will maintain adequate payroll records. Workers will be paid weekly on FRIDAY for work through the ~~previous~~ that FRIDAY.

Item 12: Transportation

- a. 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. 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, 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, in which case this employer only pays for the transportation to the next job.
- c. Employer will not be responsible for providing return cost of transportation and subsistence from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause.
- d. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation 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.
- e. 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 15: Workers' Compensation

The employer assures that Policy # Z 2014 417-10 issued by NY STATE INSURANCE FUND provides the required insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Atlanta Processing Center before certification is granted.

Item 16: Tools and Equipment

The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.

B. OTHER CLARIFICATIONS AND ASSURANCES

1. The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.103.
2. The employer will expeditiously notify the order-holding office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed in terms and conditions of employment.
3. Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.501(xvi).
4. Where appropriate, 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.
5. A copy of the contract or this Job Clearance Order will be provided to the worker by the employer no later than on the day the work commences.

6. The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he has a valid federal FLC certificate or FLCE identification card.
7. The applicant also assures that he/she complies with NYS registration requirements. Farm labor contractors anticipating employment contracting with growers or processors in New York State, growers or processors in New York State who use the services of a farm labor contractor, and growers or processors in New York State who, without using the services of a farm labor contractor, are responsible for bringing into the state five or more out-of-state migrant farm or food processing workers, including H-2A workers, are required to register with the New York State Department of Labor and pay a registration fee in addition to any other fees that may be applicable.

REQUEST FOR CONDITIONAL ACCESS INTO CLEARANCE SYSTEM

NAME OF EMPLOYER

NOVEL CONTRACTING INC., d/b/a THE OLD FIELD VINEYARDS

LOCATION AND DESCRIPTION OF HOUSING

59600 MAIN ROAD. SOUTHOLD, NY 11971

2-1/2 STOREY FRAME HOUSE, 6 BEDROOMS, 2 BATH, KITCH, DR, LR

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 1/31/2010 which is 30 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.


EMPLOYER'S SIGNATURE

December 17, 2009
DATE

