

**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 08/31/2009

<p>1 Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)                  Nombre Direccion del Empleador (Numero, calle, ciudad, codigo postal y telefono)</p> <p>Garden Time, Inc.                  652 Quaker Road                  Queensbury, NY 12804 518-793-8555</p>	<p>Industry Code / Codigo de Industria                  111421</p>	<p>Job Order # / No. Orden de Empleo                  N.Y. 0930971</p>
<p>2 Location and Direction to Work Site / Direccion del lugar de trabajo</p> <p>652 Quaker Road, Qsby, NY 12804                  ROute 7 North, Rutland, VT 05701</p> <p>(see attachment / para mas detalles vea _____)</p>	<p>Occupation Title and Code / Titulo Ocupacional y Codigo                  Nursery Workers 45-209201</p>	<p>Clearance Order Issue Date / Fecha de Tramite:                  FEB 12 2010</p>
<p>3 Location and Direction of Housing / Direccion de la Vivienda</p> <p>23 Smith Street                  Glens Falls, NY 12801</p> <p>type of housing _____                  # Barracks _____ Total Capacity _____                  # Single rooms <u>x</u> Total Capacity <u>3</u></p> <p>(see attachment / para mas detalles vea _____)</p>	<p>Job Order Expiration Date / fecha de expiracion:                  4/08/2010</p>	<p>6. Anticipated Period of Employment / Periodo Anticipado de Empleo</p> <p>From / Desc: 03/08/2010 To / Hasta: 11/30/2010</p>
<p>4 Board Arrangements / Arreglo de Alojamiento</p> <p>employer will <input type="checkbox"/> will not <input checked="" type="checkbox"/> provide 3 meals per day. Employer will charge _____ a day.</p> <p>If meals are not provided then the employer will furnish free cooking and kitchen facilities so workers may prepare their own meals. Free transportation will be provided once a week to grocery store so workers can purchase groceries for the week.</p> <p>(see attachment / para mas detalles vea _____)</p>	<p>7. No. of Workers Requested / No. de Trabajadores Pedidos                  3</p>	<p>8. Anticipated Hours of Work per Week / Horas Trabajo por Semena</p> <p>Total: 40</p> <p>Sunday / Domingo: 0                  Monday / Lunes: 8                  Tuesday / Martes: 8                  Wednesday / Miercoles: 8                  Thursday / Jueves: 8                  Friday / Viernes: 8                  Saturday / Sabado: <del>8</del> 0</p>
<p>5 Referral Instructions / Instruccion para el Referimiento de Candidatos</p> <p>APPLICANT HOLDING OFFICE TO REFER ALL QUALIFIED APPLICANTS THROUGH ORDER HOLDING OFFICE                  Employer will also accept applications that apply directly at the farm. Applicants should contact owner or manager at telephone # listed in item 1 above, during normal business hours.</p> <p>(see attachment / para mas detalles vea _____)</p>	<p>9. Collect Call Accepted / Se Aceptan Llamadas a Cobrar:</p> <p>Employer: Local Office / Oficina Local</p> <p>Employer: Yes _____ No <u>X</u>                  Local Office: Yes _____ No <u>X</u></p>	
<p>10 Job Specifications / Descripcion del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]</p> <p>Greenhouse work to include but not limited to watering, spraying, taking cuttings, potting plants, identify, pull &amp; load orders, loading &amp; unloading of trucks. May operate equipment as related to the cited task. Plant christmas trees, general greenhouse maintenance, general maintenance of outdoor sales areas. One months experience in duties listed required.</p> <p>(see attachment / para mas detalles vea _____)</p>		
<p>10 a Descripcion del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]</p> <p>El trabajo del invernadero a incluir per no limitado al riego, rocío dura, tomando los cortes, plantas del encapsamiento, identifica, tira y carga de las ordenes, cargamento y los carros el descargar. Puede funcionar el equipo con respecto a la tarea citada. Plant: las orbales de Navidad, mantenimiento general del invernadero, mantenimiento general del area al aire libre de las ventas. Una experiencia del mes endeberes enumiro requerido.</p> <p>(see attachment / para mas detalles vea _____)</p>		

11 Wage Rates, Special Pay Information and Deductions / Tasa de Pago, Informacion Sobre Pagos Especiales y Deduciones				(Rebajas)				
Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)		Special Pay (bc	Deductions /	YES	NO	Pay Period
	Salario por Hora	Pago por Pieza / Unidad(es)		Pago Especiales				
annuals	\$ 9.31	\$			FICA	X		Weekly / Semi-annual X
perennials	\$ 9.31	\$			Federal Tax	X		
christmas trees	\$ 9.31	\$			State Tax	X		Bi-weekly cada 2 sem
marigolds	\$ 9.31	\$			Meals (comidas)		X	
pumpkins	\$ 9.31	\$			Other (specify)		X	Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago

Workers will be paid on an hourly basis for all hours worked at the Wa je Rate in affect at the time of certification, required at 20 CRF 655.107(a).

(see attachment / para mas detalles vea 1, #9)

12 Transportation Arrangements / Arreglos de Transportacion (Please explain)  
 After the worker has completed 15 days or 50% of the work contract period, whichever comes first, the employ shall reimburse the worker for cost of transportation and ay reasonable costs of return transportation and subsistance the place of recruitment, due to subsequent employment to the next job. the amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distanc involved. (see attachment / para mas detalles vea 2 #17)

13 Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for th (these) crop activity(ies)? Es la costumbre on el arpa de usar fecha(s)/sembrado(s)? Yes \_\_\_\_\_ No X If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario que lo paga al Contratista Agrico para cada actividad?

14 Unemployment Insurance provided / Seguro por Desempleo. Yes X No \_\_\_\_\_

15 Workers' compensation insurance provided / Indemnizacion por accidente de trabajo. Yes X No \_\_\_\_\_

16 Are tools provided at no charge tothe workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo algu Yes X No \_\_\_\_\_

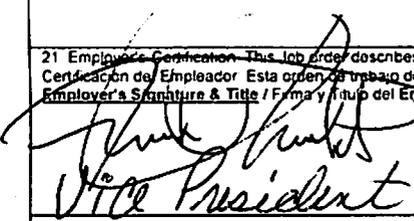
17 List any arrangements which have been made with establishment owners or agents for the payment of a commission or othr arrangements, enter "None" / Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes ci benefits for sales made to workers. (If there are no such respecto al pago de una comision u otros beneficios por ventas

NONE

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

19 Address of Ordor Holding Office (include Telephone number) Direccion de la Oficina donde se Radico la Oficina (incluya numero de Telefono) NYS Dep New York State Department of Labor One Stop Office nearest to you

20 Name of local Offic del Representante de l Representativa (include direct dial telephone number) / Nombre Oficina local ( Incluya numero de telefono) New York State Department of Labor One Stop Office nearest to you

21 Employer's Certification - This job order describes the actual terms and conditions of the employment being offered by me ar contains all the metenal terms and conditions of the job Certification del Empleador. Esta orden de trabajo describe los terminos y condiciones de trabajo y contiene todos los materiales terminus, y condiciones ofrecidos.  
 Employer's Signature & Title / Firma y Cargo del Empleador  
  
 Vice President

READ CAREFULLY In view of the statutorily established basic function of the employment sevice as a no-fee labor exchange, th 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-fulness of information contained on job or ers 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 t state agency is in any way a party.  
 LEASE CUIDADOSAMENTE En vista de su funcion basica 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 informacion contenida en la C fen 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 d Estado son parte.

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response. Comments regarding th 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, Off e of workforce investment, Room S-4321, Washington, D C. 20210 ( Paperwork Reduction Act of 1995, OMB Control No 1205-0134).

FORM ETA 790 ATTACHMENTS

Attachment 2

Item 14 - Housing:

a) Housing will be clean and meet the applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishing. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

*This is not a deduction*

b) No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment with the employer.

c) I request that my order be granted conditional entry into the Interstate and Intrastate Clearance System. I assure that the worker housing will meet the applicable Federal Standards not later than 21110 Which is at least 30 days in advance of my date of need reflected in the attached ETA 9142 and ETA 790.

Item 17 - Transportation

After the worker has completed 15 days or 50% of the work contract period, whichever comes first, the employer shall reimburse the worker for cost of transportation and subsistence from port of entry or embassy to place of work. Upon completion of the work contract employer will pay reasonable costs of return transportation and subsistence to the port of entry or embassy, as required at 20 CFR 655.104(h), except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such cost, in which case this employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

B. OTHER CLARIFICATIONS AND ASSURANCES

1. Other: The employer agrees to abide by the regulations at 20 CFR 655.103, Assurances and 20 CFR 653.501 and 654.403, 655.105 (e) (2).

2. Employer Obligation if Employment Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

3. Employer Notification of Changes in Employment Terms and Conditions: The employer will expeditiously notify the order holding local 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 the terms and conditions of employment.

4. Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

5. Workers Compensation: The employer assures that Policy # WC 97383 issued by Liberty Mutual/Peerless Insurance Co. provides the required insurance for injuries arising out of and in the course of employment.

6. Wage Statement: The employer will furnish each worker on or before each pay day written statements which provides the following information:

- a) The worker's total earnings for the pay period.
- b) The worker's hourly rate and/or piece rate of pay.
- c) The hours of employment which have been offered to the worker.
- d) The hours actually worked by the worker.
- e) An itemization of all deductions made from the worker's wages.
- f) If piece rates are used, the units produced daily.

FORM ETA 790 ATTACHMENTS

Attachment 3

7. Training: The employer will provide 2 days of training and/or allow 2 days of work for worker to reach production standards if applicable.

8. Production Standards: After completion of training or break-in period, employer will expect worker to:

*Fill 50 Flats per hour  
Plant 300 plugs per hour  
Water Crops according to their needs  
Set-up display benches with CROPS*

\* For apple harvesting, 8 bushel and hour with no more than 5% bruising

\* For work which does not have an established minimum productivity amount, and which is measurable, the level of production shall be not less than 75 percent of the average output of the employers experienced workers.

9. Termination: Employer may terminate the worker with notification to the Employment Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an act of god, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

10. Worker Agreement: A copy of the contract or this Job Clearance Order will be provided to the worker by the employer no later than the day the work commences.

11. Farm Labor Contractor: 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 FLC certificate or FLCE identification card.

12. Proof of Citizenship: All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

13. Tools and Equipment: The employer will furnish without cost, all tools, supplies or equipment required in the performance of work.

14. Transportation to Work: For workers who are provided housing, transportation at no cost to the worker will be provided between the housing and the worksite. The transportation provided will be in accordance with applicable laws and regulations.

15. Referrals to this order under the 50% rule may be referred or transferred to any New England Apple Council member who is not ineligible pursuant to 655.110.

FORM ETA 790 ATTACHMENTS

Attachment 1.

The employer assures that the working conditions comply with applicable Federal and State minimum wage, child labor, farm labor, contractor registration and other employment related laws.

A. CLARIFICATIONS OF ITEMS ON FORM ETA 790

Item 9 - Wage Rates, Special Pay Information and Deductions:

a) Workers will be paid on an hourly basis for all hours worked at the Wage Rate in effect at the time of certification, required at 20 CFR 655.107(a).

The rate is based on: AEWB \$9.31 Prevailing Wage \_\_\_\_\_ Employer's offer \_\_\_\_\_

b) 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 rate.

c) Employer will make the following deductions, if required by law: FICA  , FEDERAL WITHHOLDING TAX  , MEALS \_\_\_\_\_ , Other (specify) \_\_\_\_\_ State tax if required by law.

To the extent permitted under Federal and State net wage requirements, if so requested by the worker, the employer will transfer certain amounts of worker's earnings in a manner consistent with the worker's instructions.

d) The employer may \_\_\_\_\_ may not  pay the worker a bonus based on Quality Picking \_\_\_\_\_, End of Season \_\_\_\_\_, Other \_\_\_\_\_, Anticipated date by which payments will be made: \_\_\_\_\_.

e) The employer guarantees to offer employment for a minimum of 3/4 of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first workday after worker's arrival at the place of employment and ending on the expiration date specified in the work contract of extensions thereof. In Act of God terminations, the 3/4 guarantee period ends on the date of termination. Worker is not required to work more than 8 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal holidays to meet the guarantee period.

f) Payroll periods will be: Weekly  , Twice Monthly \_\_\_\_\_

g) The employer will provide workers referred through the interstate clearance system <sup>40</sup> \_\_\_\_\_ 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 days before the date of need. If employer fails to notify the order holding office, then employer shall pay an eligible worker referred through the clearance system \$372.40 for the first week starting with the originally anticipated date of need.

Item 10 - Anticipated Hours of Work:

8 hours per day is normal. The worker may be requested but not required to work 12 hours per day and/or the Sabbath depending upon the conditions at the worksite, weather, and maturity of the crop.