

(see attachment / para más detalles vea)

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
					SI	NO	
small grain, livestock CERCALES	\$ 9.01	\$		Social	x		Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales	x		
	\$	\$		State Tax Impuestos Estatales	x		Bi-weekly / cada 2 sem.
	\$	\$		Meals (comidas)		x	
	\$	\$		Other (specify) / Otro		x	Other / Otro

More Details About the Pay/Más Detalles Sobre el Pago

(see attachment / para más detalles vea)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)
Employer Provides Per H2A Requirements

(see attachment / para más detalles vea 4)

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 Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(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 para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo:

Yes No

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

Yes No

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

Yes No

17. 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

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 todo 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 de la Oficina donde se Radicó la Oferta (incluya número de teléfono)
New York State Dept of Labor

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

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

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 and contains all the material terms and conditions of the job. Certificación del Empleador: Este orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.
Employer's Signature & Title/ Firma y Título del Empleador

[Signature] 01/13/10 FARM MANAGER CY FARM

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. 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 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 are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. 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 Project 1205-0134).

ETA Form 790

Job Order Number: _____

ITEM 2 - LOCATION AND DIRECTION TO WORK SITE:

The work site is located at 6465 Transit Rd. Elba, N.Y. 14058 in the following county/counties: Genesee. The directions to the work site are: I-90 Exit 48, Turn right on 98 North, 5 mi. to 262 E., 4 mi. left on Transit Rd., 2 mi. to corner Of Transit and North Byron Rd., N.E. side of Road

ITEM 3 - LOCATION AND DESCRIPTION OF HOUSING:

Location: Housing is located at 80 South Main St. Elba, N.Y. 14058

Directions to housing are Take Rt 98 North from I-90 5 mi., East side of road in village of Elba, N.Y.

Description of housing: Residential 2 bedroom home

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner.

Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. *If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer.*

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.



Signature

01/13/10

Date

ITEM 11 - WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:

(a) The Adverse Effect Wage Rate of \$ 9.01, the prevailing hourly wage rate or piece rate, or the federal minimum wage rate, whichever is greatest, will be the minimum rate of pay. Employer assures that if a change in the AEWG requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

This job offer includes the following crop activities and rates of pay per unit: *(Include all crops and activities not listed on ETA 790, Item 9)*

(b) The following deductions will be made:

Taxes, if applicable under Federal, State, and local law from U.S. Workers;
 FICA Taxes FUTA Taxes Federal Income Tax Withholding
 Advances;
 Meals;
 Willful destruction of property

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

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

(d) 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 day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the 3/4 guarantee period ends on the date of termination.

(e) Payroll Periods will be Weekly: _____ Twice Monthly. Workers will be paid on Friday day of the week) each payroll period and will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total

earnings, piece rates/ number of units (if piece rates are used), and all deductions. The statements will comply with 20CFR 655.102(b)(8).

(f) Employer will provide a worker referred through the interstate clearance system 48 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding 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 \$ 432.48 , for the first week starting with the originally anticipated date of need. Employer will will not X require worker to perform alternative work if the guarantee cited in this section is invoked. Alternate work may be provided if the guarantee cited in this section is invoked. The alternate work and pay will be:

If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above-mentioned assurance.

ITEM 12 - TRANSPORTATION ARRANGEMENTS:

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation (if it is the prevailing practice). If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

The employer will also provide **advance** subsistence at a minimum amount of \$ N/A per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice).

Workers who provide receipts for meals and non-alcoholic beverages in excess of \$ N/A will be reimbursed during the first pay period, up to the maximum amount of \$ N/A per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice).

Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which were **advanced and/or reimbursed to the worker**.

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (travel reimbursement subsistence will be the minimum amount of \$9.90 per 24-hour period of travel and the maximum amount will be

INJURIES: The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

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.

TERMS AND CONDITION CHANGES: 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 the terms and conditions of employment.

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.

CONTRACT IMPOSSIBILITY: The employer will terminate the work contract of any worker whose services are no longer required for reasons beyond the control of the employer or an act of God. In the event of such termination, the employer will be bound by the three-fourths guarantee from the first workday after arrival to the date of termination.

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.

AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 47, of which 4 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

OTHER: The employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U. S workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant workers.